

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

**AGENDA ITEM
CONTAINS MORE THAN 50 PAGES
IT MAY BE VIEWED IN
COUNTY ADMINISTRATION**

Meeting Date: November 6, 2007

[xx] Consent

☐ Regular

Ordinance

☐ Public Hearing

Department: Housing & Community Development

Submitted By: Housing & Community Development

I. EXECUTIVE 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 (13) ESGP Agreements with Insurance Certificates

Recommended By:

Department Director

19/12/07
Date

Approved By:

Assistant County Administrator

10/27/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$261,234				
External Revenues	\$261,234				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	N/A				

Is Item Included In Current Budget? Yes _____ No _____

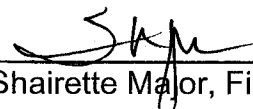
Budget Account No.: Fund 1101 Dept 143 Unit 1435 Object 8201

Program Code/Program Period various/GY07

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.

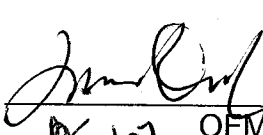
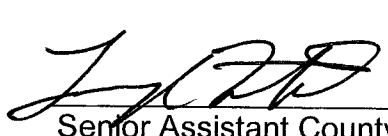
C. Departmental Fiscal Review:

 10-11-07
Shairette Major, Fiscal Manager I

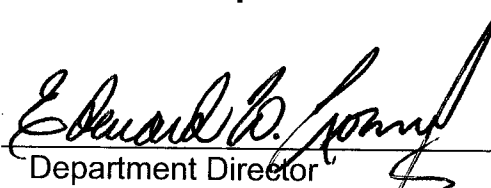
III. REVIEW COMMENTS

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

B. Legal Sufficiency:

 10-22-07
OFMB 10/19/07
Contract Dev. and Control 10/25/07
These contracts comply with our review requirements.
 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.
- l. 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.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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. **Definitions:**

- (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. **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.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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,

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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;

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

All income earned by the Agency from activities financed in whole or in part by funds provided 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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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. Data Becomes County Property

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

7. Indemnification

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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."

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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. 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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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. Termination for Cause

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

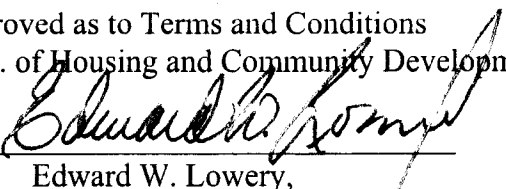
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

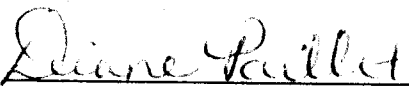
Approved as to Terms and Conditions
Dept. of Housing and Community Development

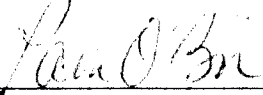
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery,
Director

(COUNTY SEAL)

Aid to Victims of Domestic Abuse, Inc., a Florida corporation

By: 
Diane Paillet, Board President

By: 
Pamela A. O'Brien, Executive Director

(CORPORATE SEAL)

S:\PLANADMN\ESGP\SUBRECIP\2007-08\AVDA\Agreement 2007-08.doc

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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).

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-_____)

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

Approved for Submission

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R200 _____ - _____ Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:											
		Income:					Racial/Ethnic Characteristics:					Female Headed Households	
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL		#Total		# Hispanic			
							Racial Category	This Month	YTD	This Month	YTD		
Total Unduplicated Number Served This Month:	_____ *	_____	_____	_____	_____	_____ *	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 Am:						
							Other Multi-Racial:						
							TOTAL	_____ *	_____ **	_____	_____		_____
							Total Unduplicated Number Served Year-to-Date (YTD):	_____ **	_____	_____	_____		_____
												Female Headed Households	

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. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200__ - _____ -D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

C. HIGHLIGHTS OF THE PERIOD:

D.	<u>ACTIVITIES</u>	<u>#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:

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 Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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:			

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

EXHIBIT G

ORGANIZATION: PROGRAM: FY 2007-08 PALM BEACH COUNTY CDBG				CONTACT NAME: TITLE: PHONE:											
A. PERSONNEL EXPENSES															
Salaries:															
	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>Total</u>
DV Advocates	6.5	\$287,393		\$0		\$0		\$66,086		\$0		\$203,196		\$18,111	\$287,393
Life Skills Educ	0.5	\$18,160		\$0		\$0		\$4,245		\$0		\$10,250		\$3,665	\$18,160
Fac. Manage.	2.5	\$87,044		\$0		\$0		\$9,886		\$0		\$35,970		\$41,188	\$87,044
Direct Services	3.0	\$87,353		\$0		\$0		\$11,884		\$0		\$60,733		\$14,738	\$87,353
Prog. Support (Position)	2.5	\$88,583		\$0		\$0		\$9,462		\$0		\$33,260		\$45,861	\$88,583
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	15.0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:															
FICA, WC, Unemp				\$0		\$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
Sub-Total Personnel				\$0		\$0		\$122,333		\$0		\$427,758		\$132,189	\$682,270
B. OPERATING COSTS															
1 Professional Fees															
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
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$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 Communications/Postage/Shipping				\$0		\$0		\$11,600		\$0		\$5,500		\$12,351	\$29,451
5 Occupancy				\$0		\$16,500		\$12,000		\$0		\$10,972		\$15,665	\$55,137
Subtotal Operating Costs				\$0		\$20,000		\$47,617		\$0		\$33,006		\$71,470	\$172,093
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$19,575	\$19,575
TOTAL PROGRAM BUDGET				\$0		\$20,000		\$169,950		\$0		\$460,764		\$0	\$873,938

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID MN
AIDTO-1

DATE (MM/DD/YYYY)
09/10/07

PRODUCER

The Plastridge Agency, Inc.
820 N.E. 6th Avenue
Delray Beach FL 33483
Phone: 561-276-5221 Fax: 561-276-5244

INSURED

Aid To Victims of Domestic
P.O. Box 6161
Delray Beach FL 33482-6161

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

INSURERS AFFORDING COVERAGE

INSURER A Philadelphia Indemnity Ins Co
INSURER B
INSURER C
INSURER D
INSURER E

NAIC #
18058

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK149280	12/10/06	12/10/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person)	\$ 5000
		<input checked="" type="checkbox"/> Prof Liab 1 mil/2				PERSONAL & ADV INJURY	\$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2000000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/PROP AGG	\$ 2000000
		AUTOMOBILE LIABILITY				PHPK149280	12/10/06
<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)	\$					
<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)	\$					
<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)	\$					
A		<input checked="" type="checkbox"/> HIRED AUTOS					
A		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATE LIABILITY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					
A		D&O Liability	PHSD203940	09/07/07	09/07/08	D&O 1,000,000	
A		EPLI	PHSD203940	09/07/07	09/07/08	EPLI 1,000,000	

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

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development shall be listed as additional insured.

CERTIFICATE HOLDER

PALMB40

Palm Beach County Board of County Commissioners c/o H.C.D.
160 Australian Ave. Ste. 500
West Palm Beach FL 33406

CANCELLATION

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

Michael Oberlander

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/12/07

PRODUCER
Paychex Agency, Inc.
150 Sawgrass Dr
Rochester, NY 14620

1-800-472-0072

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

INSURERS AFFORDING COVERAGE

INSURER A: AMERICAN HOME ASSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED
Paychex Business Solutions, Inc.
AID TO VICTIMS OF DOMESTIC ASSAULT INC
911 Panorama Trail South
Rochester, NY 14625
877-266-6850

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMPIOP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO EA ACC	\$
					ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1101953	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					\$ \$ \$

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

WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURED

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
C/O H.C.D.
160 AUSTRALIAN AVENUE
SUITE 500
WEST PALM BEACH, FL 33406
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 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 *Deane Swetman*

ACORD 25-S (7/97) MPICCITTO 6979650

© ACORD CORPORATION 1988

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

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 2ND 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. Definitions:

- (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. 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. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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,

ADOPT-A-FAMILY OF THE PALM BEACHES

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;

ADOPT-A-FAMILY OF THE PALM BEACHES

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

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

ADOPT-A-FAMILY OF THE PALM BEACHES

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. Data Becomes County Property

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

ADOPT-A-FAMILY OF THE PALM BEACHES

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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."

ADOPT-A-FAMILY OF THE PALM BEACHES

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

ADOPT-A-FAMILY OF THE PALM BEACHES

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. Termination for Cause

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

ADOPT-A-FAMILY OF THE PALM BEACHES

pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

ADOPT-A-FAMILY OF THE PALM BEACHES

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 _____ day of _____, 2007.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

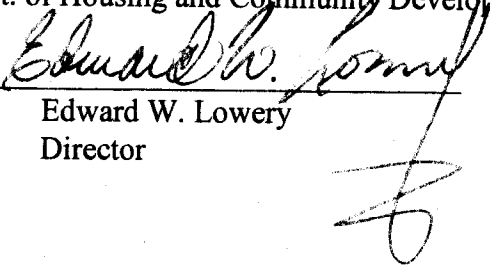
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

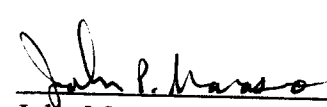
Approved as to Terms and Conditions
Dept. of Housing and Community Development

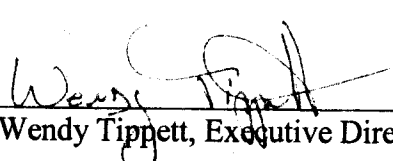
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

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

By: 
John Marasco, President

By: 
Wendy Tippet, Executive Director

(CORPORATE SEAL)

ADOPT-A-FAMILY OF THE PALM BEACHES

EXHIBIT A

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 10th 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-_____)

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

Approved for Submission

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

ADOPT-A-FAMILY OF THE PALM BEACHES
EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2006-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

ADOPT-A-FAMILY OF THE PALM BEACHES

EXHIBIT D

Palm Beach County Housing and Community Development

DIRECT BENEFITS ACTIVITIES

Subrecipient/Program Name:

Agreement: R200 -

Month/Year Reported:

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										
		Income:					Racial/Ethnic Characteristics:					Female Headed Households
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL		#Total		# Hispanic		
								This Month	YTD	This Month	YTD	
							Racial Category					
Total Unduplicated Number Served This Month:	*						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 Am:					
							Other Multi-Racial:					
						YTD						
Total Unduplicated Number Served Year-to-Date (YTD):	**					**	TOTAL	* _____	** _____	_____	_____	

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.

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

EXHIBIT E

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 ____ - ____ -D **Month Covered:** _____

Agency: _____

Address: _____

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income: _____

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

ADOPT-A-FAMILY OF THE PALM BEACHES
ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
THIS PERIOD YTD

B.

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

ADOPT-A-FAMILY OF THE PALM BEACHES
EXHIBIT F

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

Agency:		Agreement No.: R200__-__	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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:			

EXHIBIT G

ORGANIZATION: Adopt-A-Family of the Palm Beaches					CONTACT NAME: Wendy Tippet													
PROGRAM: UPLIFT					TITLE: Executive Director													
FY 2007-08 PALM BEACH COUNTY ESGP					PHONE: 561-253-1361													
A. PERSONNEL EXPENSES																		
Salaries:																		
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Government)	% Alloc to Program	Other Funding (United Way)	% Alloc to Program	Other Funding (Frais/Fnd/Contr)	% Alloc to Program	Total
Executive Director WT	0.17	\$97,500	17%	16,575	\$0	\$0	\$0	\$16,575	100	\$0	\$0	\$0	0	\$0	0	\$0	0	\$16,575
Director of Finance DR	0.4	\$60,000	40%	24,000	\$0	\$0	\$0	\$10,216	43	\$0	\$3,784	16	\$0	\$0	0	\$10,000	41	\$24,000
Director of Prog Ser DG	0.5	\$59,617	50%	29,809	\$0	\$0	\$0	\$29,809	100	\$0	\$0	0	\$0	\$0	0	\$0	0	\$29,809
Administrative Assistant GR	0.1	\$34,755	10%	3,476	\$0	\$0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$3,476	100	\$3,476
Accounting Clerk HA	0.2	\$14,560	20%	2,912	\$0	\$0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$2,912	100	\$2,912
Family Advocate KP	1	\$44,290	100%	44,290	\$0	\$0	\$0	\$44,290	100	\$0	\$0	0	\$0	\$0	0	\$0	0	\$44,290
Family Advocate JD	1	\$32,445	100%	32,445	\$0	\$0	\$0	\$0	0	\$0	\$0	0	\$30,704	95	\$1,741	5	\$32,445	
Family Advocate JR	1	\$33,068	100%	33,068	\$0	\$0	\$0	\$0	0	\$0	\$33,068	100	\$0	0	\$0	0	\$33,068	
Family Advocate HM	1	\$37,131	100%	37,131	\$0	\$0	\$0	\$0	0	\$0	\$37,131	100	\$0	0	\$0	0	\$37,131	
Outreach Worker KR	1	\$26,000	100%	26,000	\$0	\$0	\$0	\$0	0	\$0	\$13,000	50	\$13,000	50	\$0	0	\$26,000	
Family Advocate MM	1	\$28,840	100%	28,840	\$0	\$0	\$0	\$0	0	\$0	\$28,840	100	\$0	0	\$0	0	\$28,840	
Family Advocate YO	1	\$35,010	100%	35,010	\$0	\$0	\$0	\$0	0	\$0	\$0	0	\$35,010	100	\$0	0	\$35,010	
	8.37	\$503,216		313,556	\$0	\$0		\$100,890		\$0		\$115,823		\$78,714		\$18,129		\$313,556
Fringe Benefits:																		
Benefits				\$0		\$0		\$20,459		\$0		\$28,911		\$14,554		\$3,352		\$67,276
Payroll Taxes				\$0		\$0		\$7,215		\$0		\$8,860		\$6,022		\$1,387		\$23,484
				\$0		\$0		\$27,674		\$0		\$37,771		\$20,576		\$4,739		\$90,760
Sub-Total Personnel																		\$404,316
B. OPERATING COSTS																		
1 Travel				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$750	100	\$750
2 Rent				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$7,500	100	\$7,500
3 Telephone				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$5,000	100	\$5,000
4 Postage & Shipping				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$350	100	\$350
5 Utilities				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$6,000	100	\$6,000
6 Office Supplies				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$500	100	\$500
7 Print & Pub				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$250	100	\$250
8 Food Service				\$0	0	\$0	0	\$0	0	\$0	0	\$35,000	100	\$0	0	\$0	0	\$35,000
9 Audit Fees	Audit Fees			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$500	100	\$500
10 PR Admin Fee	PR Admin Fee			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$1,500	100	\$1,500
11 Insurance				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$5,000	100	\$5,000
12 Interest				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$1,500	100	\$1,500
13 Building Maint				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$750	100	\$750
14 Assistance				\$0	0	\$22,000	6	\$0	0	\$0	0	\$0	0	\$76,734	20	\$232,373	74	\$331,107
15 Misc				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$100	100	\$100
16 Dues				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$150	100	\$150
17 Train & Dev				\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$1,500	100	\$1,500
Subtotal Operating Costs				\$0		\$22,000		\$0		\$0		\$35,000		\$76,734		\$263,723		\$397,457
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
TOTAL PROGRAM BUDGET				\$0		\$22,000		\$128,564		\$0		\$188,594		\$176,024		\$286,591		\$801,773

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2007

PRODUCER (561)776-0660 FAX (561)776-0670
Insurance Office of America, Inc.
Boca Town Center
200 University Blvd., Ste 200
Boca Raton, FL 33458

INSURED Adopt-A-Family of the Palm Beaches, Inc.
1712 Second Avenue North
Lake Worth, FL 33460

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Illinois National Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGE

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	06LX03222062000	12/07/2006	12/07/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	06CA32320432000	12/07/2006	12/07/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	06UD00348362000	12/07/2006	12/07/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER Professional Liability	06LX03222062000	12/07/2006	12/07/2007	\$1,000,000 Each Occurrence \$3,000,000 General Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured as respect to Grant submitted for insured.

CERTIFICATE HOLDER

Palm Beach County
% Housing Community Development
160 Australian
Suite #500
West Palm Beach, FL 33406

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Floyd Nichols/ABRAHB

Floyd Nichols

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.

10'D

0212531370

11:01 2007-27-SEP

Oasis Outsourcing 09/26/2007 1:45 PAGE 1/1 RightFax
TO: Adopt-A-Family COMPANY:

ACORD		DATE (MM/DD/YY)			
PRODUCER		06/27/2007			
AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100 MIAMI, FL 33131 (305) 372-0850		Serial # 624947			
INSURED		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.			
Oasis Outsourcing Holdings, Inc., Alt. Emp. Adopt-A-Family Of The Palm Beaches, Inc. 4400 N Congress Ave., Suite 250 West Palm Beach, FL 33407-3288		COMPANIES AFFORDING COVERAGE			
		COMPANY A ZURICH AMERICAN INSURANCE COMPANY			
		COMPANY B			
		COMPANY 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 BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 29-38-697-05	06/01/07	06/01/08	X MC 2910.1 TOTAL LIMITS \$ 1000000 EL EACH ACCIDENT \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF: ADOPT-A-FAMILY OF THE PALM BEACHES, INC.					
ADOPT-A FAMILY OF THE PALM BEACHES, INC ATTN: DEANNA ROGERS 1712 SECOND AVE N LAKE WORTH, FL 33460			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS 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. **Definitions:**

- (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.

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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;

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
 - (d) All change orders;
 - (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
 - (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.
- (8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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.

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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. Data Becomes County Property

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

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss,

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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. Termination for Cause

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

B. Termination for Convenience

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

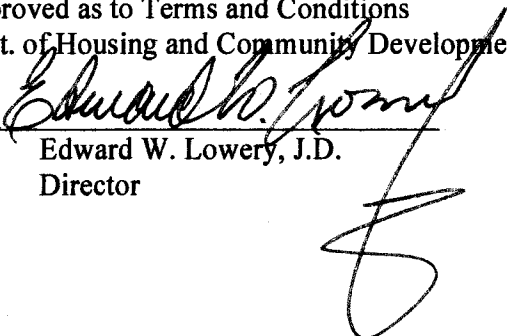
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

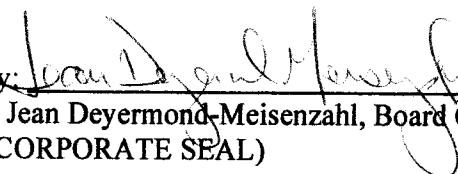
Approved as to Terms and Conditions
Dept. of Housing and Community Development


By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery, J.D.
Director

(COUNTY SEAL)

**CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., A Florida
corporation**

By: 
Jean Deyermund-Meisenzahl, Board Chair
(CORPORATE SEAL)

By: 
Dorla Leslie, Executive Director

Ref: S:\PLANADMIN\MISCADMIN\Shell Contracts\standardESGP.doc

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

EXHIBIT A

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.

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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

Emergency Rent, Mortgage and Utilities.....\$10,000

TOTAL\$ 10,000

- 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).

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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-_____)

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

Approved for Submission

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

EXHIBIT C

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, 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	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 <30%	TOTAL	Racial Category	#Total		# Hispanic		Female Headed Households
								This Month	YTD	This Month	YTD	
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	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 Am:	_____	_____	_____	_____	
							Other Multi-Racial:	_____	_____	_____	_____	
Total Unduplicated Number Served Year-to-Date (YTD):	_____**	_____	_____	_____	_____	_____**	TOTAL	_____*	_____**	_____	_____	<div style="text-align: right;">This Month</div> <div style="text-align: right;">YTD</div>

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.

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.
EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200__-_____-D **Month Covered:** _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.

EXHIBIT F

**Emergency Shelter Grants Program
Grantee Statistics Report for FY 200__-0__**

Agency:		Agreement No.: R200 ____ - ____	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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		Number of Persons Served Year to Date Who Are:	
		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 no Children			
Racial/Ethnic Data		Number of Persons Served Year to Date Who Are:	
		# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)		Number of Persons Served 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:			

EXHIBIT G

ORGANIZATION:Center For Family Services, Inc.						CONTACT NAME: Dorla Leslie									
PROGRAM:						TITLE: Executive Director									
FY 2007-08 PALM BEACH COUNTY CDBG						PHONE: 561-616-1264									
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Center for Family Services)	% Alloc to Program	Other Funding (Please Specify)	Total
Resident Manager	1	\$22,495	89%	\$20,000		\$0		\$0		\$0	11%	\$2,495		\$0	\$22,495
(Position)								\$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	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	1	\$22,495		\$20,000		\$0		\$0		\$0		\$2,495		\$0	\$22,495
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
Sub-Total Personnel				\$20,000		\$0		\$0		\$0		\$5,337		\$0	\$25,337
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$20,000		\$0		\$0		\$0		\$5,337		\$0	\$25,337

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/7/2007	
PRODUCER Phone: 561-686-2266 Fax: 561-686-2313 Brown & Brown of Florida, Inc. 1401 Forum Way, Suite 400 West Palm Beach FL 33401		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.	
INSURED The Center for Family Services of Palm Beach County, Inc. 4101 Parker Ave West Palm Beach FL 33409		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity 09566	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

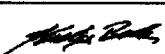
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK220221	3/1/2007	3/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COM/POF AGG	\$3,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK220221	3/1/2007	3/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EAACCIDENT	\$
							OTHER THAN AUTO ONLY: EAACC	\$
							AGG	\$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB080870	3/1/2007	3/1/2008	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A			OTHER Professional Liability Occurance Form	PHPK220221	3/1/2007	3/1/2008	\$1,000,000 \$3,000,000	Per Incident Aggregate

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

*10 Days Notice of Cancellation for Non-Payment of Premium.

Palm Beach County c/o Housing and Community Development are named Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Housing and Community Development 160 Australian Ave Suite 500 West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE 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 

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		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 09/06/2007	
PRODUCER AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100 MIAMI, FL 33131 (305) 372-9950		Serial # 624570		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.			
INSURED Oasis Outsourcing Holdings, Inc., Alt. Emp.: The Center For Family Services Of Palm Beach County, Inc 4400 N Congress Ave., Suite 250 West Palm Beach, FL 33407-3288		COMPANIES AFFORDING COVERAGE					
		COMPANY A ZURICH AMERICAN INSURANCE COMPANY					
		COMPANY B					
		COMPANY C					
		COMPANY D					
COVERAGES							
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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$		
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 29-38-687-05	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	EL EACH ACCIDENT \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000	
	OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC							
CERTIFICATE HOLDER							
PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT ATTN: JO MILLER, PLANNER II 160 AUSTRALIAN AVE, STE 500 WEST PALM BEACH, FL 33406				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY AON RISK SERVICES, INC. OF FLORIDA			

ACORD 205 (1/95)

C:\FMP\PROWCERTS\07TO08.FP5

**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. **Definitions:**

- (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 Organization, 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.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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);

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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.

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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. Data Becomes County Property

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

7. Indemnification

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

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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. 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

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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. Termination for Cause

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

B. Termination for Convenience

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

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

20. Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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.

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

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

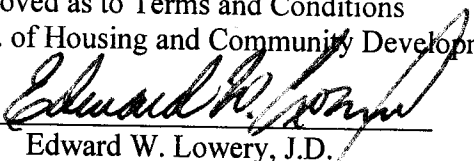
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

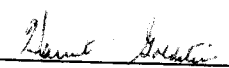
Approved as to Terms and Conditions
Dept. of Housing and Community Development

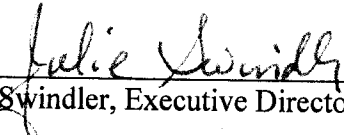
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery, J.D.
Director

(COUNTY SEAL)

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

By: 
Harriet Goldstein, Board President

By: 
Julie Swindler, Executive Director

(CORPORATE SEAL)

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

Ref: S:\PLANADMIN\MISCADMIN\Shell Contracts\standardESGP.doc

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

EXHIBIT A

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.

CHILDREN’S CASE MANAGEMENT ORGANIZATION, INC.

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

Hotel/Motel Vouchers.....\$11,000
Food Vouchers for Hotel/Motel voucher recipients...\$ 1,000

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).

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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-_____)

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

Approved for Submission

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

EXHIBIT C

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)

Name
Title

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.
EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R200__ - _____ Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										Female Headed Households	
		Income:					Racial/Ethnic Characteristics:						
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic			
								This Month	YTD	This Month	YTD		
Total Unduplicated Number Served This Month:	_____ *	_____	_____	_____	_____	_____ *	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 Am:						
							Other Multi-Racial:						
Total Unduplicated Number Served Year-to-Date (YTD):	_____ **	_____	_____	_____	_____	_____ **	TOTAL	_____ *	_____ **	_____	_____	<div style="text-align: center;"> <div style="border-top: 1px solid black; width: 100%;">This Month</div> <div style="border-top: 1px solid black; width: 100%;">YTD</div> </div>	

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

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.
EXHIBIT E
DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200__-_____-D Month Covered:

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$_____	\$_____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.

EXHIBIT F

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

Agency:		Agreement No.: R200 ____ - ____	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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:			

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:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify) to Program	% Alloc to Program	Other Funding (Please Specify) to Program	Total
Case Manager	1	\$17,500		\$0		\$0		\$0		\$0		\$0	100%	\$17,500	\$17,500
Case Manager	1	\$25,600		\$0		\$0		\$0		\$0		\$0	100%	\$25,600	\$25,600
(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	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	2	\$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		\$47,360		\$0		\$0		\$0		\$0		\$0		\$47,360	\$47,360
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$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

Logrid Garcia (OmniRush)

To: TBISH Childrens Case Management

9/6/2007 05:28:27 PM page 2 of 2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

09/06/2007

PRODUCER

Serial # 103508

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.

RIVARD INSURANCE AGENCY
5350 10TH AVENUE NORTH SUITE 1
LAKE WORTH, FL. 33463
561-439-0990

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

CHILDRENS CASE MANAGEMENT ORGANIZATION INC.
1720 EAST TIFFANY DRIVE, STE 1
WEST PALM BEACH, FL 33407

INSURER A: NATIONWIDE INSURANCE COMPANY

INSURER B: CITIZENS PROPERTY INSURANCE

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADDP NSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	77BO719720-3001	5/1/07	5/1/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	77BO719720-3001	5/1/07	5/1/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		WIND	1360103	5/20/07	5/20/08	CONTENTS COV:\$63,000
B		WIND	1360104	5/20/07	5/20/08	CONTENTS COV:\$63,000
B		WIND	1360106	5/20/07	5/20/08	CONTENTS COV:\$63,000

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, C/O DEPARTMENT OF HOUSING AND COMMUNITY IS AN ADDITIONAL INSURED ON POLICY#77BO719720-3001 SUBJECT TO THE PROVISIONS OF ENDORSEMENT CAS6016

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O HOUSING AND COMMUNITY DEVELOPMENT
160 AUSTRALIAN AVE, STE 500
WEST PALM BEACH, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE 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


MARTIN G. RIVARD

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR MW CHILD-1	DATE (MM/DD/YYYY) 10/04/07
PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach FL 33422 Phone: 561-683-8383 Fax: 561-684-5995		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.	
INSURED Children's Case Management Org 1720 East Tiffany Drive #101 West Palm Beach FL 33407		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: National Indemnity Co./South	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	GWGC100002496-107	03/11/07	03/11/08	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

CERTIFICATE HOLDER Palm Beach County Housing Community Development 160 Australian Avenue West Palm Beach FL 33406	CANCELLATION 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 
------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**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 6th 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:

PART I

DEFINITION AND PURPOSE

1. **Definitions:**

- (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.

CHILDREN'S PLACE AT HOME SAFE (dba HOME SAFE)

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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,

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

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;

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

- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
 - (d) All change orders;
 - (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
 - (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.
- (8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

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

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. Data Becomes County Property

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

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

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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

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

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

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

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. Termination for Cause

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

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

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

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

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

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

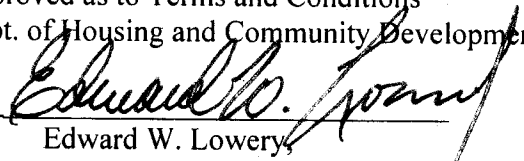
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

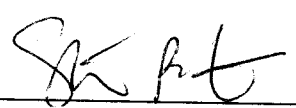
Approved as to Terms and Conditions
Dept. of Housing and Community Development


By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery,
Director

(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)

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

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.

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

II. The County agrees to:

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

Electricity	\$14,400
Water/Sewer	\$ 3,780
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).**

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

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-_____)

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

Approved for Submission

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

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

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

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

Exhibit D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____

Agreement: R200 ____ - ____

Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					Racial/Ethnic Characteristics:					
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
								This Month	YTD	This Month	YTD	
Total Unduplicated Number Served This Month:	_____*						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 Am:					
							Other Multi-Racial:					
							TOTAL	_____*	_____*	_____*	_____*	
Total Unduplicated Number Served Year-to-Date (YTD):	_____**											
												_____This Month
												_____YTD

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.

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

EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 - -D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

C. HIGHLIGHTS OF THE PERIOD:

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

D.	<u>ACTIVITIES#BENEFICIARIES</u> <u>THIS PERIOD</u>	<u>BENEFICIARIES</u> <u>YTD</u>	<u>CONTRACT GOAL</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:		Agreement No.: R200__-__	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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:			

EXHIBIT G

ORGANIZATION: Children's Place at Home Safe (dba Home Safe)
PROGRAM: FY 2007-08 PALM BEACH COUNTY ESG

CONTACT NAME: Patricia Junior
TITLE: Finance Director
PHONE: 561-383-9800

A. PERSONNEL EXPENSES

Salaries:

	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>Total</u>
(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	\$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	\$0
	<u>0</u>	<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>

Fringe Benefits:

(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
Sub-Total Personnel				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>

B. OPERATING COSTS

1 Professional Fees

Audit Fees

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

Other

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

Other

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

2 Insurance

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

3 Supplies - Utilities

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

4 Communications/Postage/Shipping

\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000
-----	----------	-----	-----	-----	-----	----------

5 Occupancy

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----

Subtotal Operating Costs

<u>\$0</u>	<u>\$20,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,000</u>
------------	-----------------	------------	------------	------------	------------	-----------------

C. ADMINISTRATIVE COSTS

\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----


TOTAL PROGRAM BUDGET

\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000
-----	----------	-----	-----	-----	-----	----------

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/21/2007
PRODUCER Phone: 954-942-9000 Fax: 954-942-9081 Comcover Insurance Group, Inc. 2800 West State Road 84 Suite 116 Dania FL 33312		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.
INSURED Children's Place at Home Safe 2840 6th Ave. South Lake Worth FL 33432		INSURERS AFFORDING COVERAGE INSURER A: Lexington Insurance Co. INSURER B: Granite State Insurance Compa INSURER C: Illinois National Insurance C INSURER D: Florida Retail Federation INSURER E:

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	41LX42587373000	1/1/2007	1/1/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$3,000,000* GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$N/A
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02CA62670493000	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	06UD4659438300	1/1/2007	1/1/2008	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0520-33635	6/15/2007	6/15/2008	WC STATUTORY LIMITS OTH-EB E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS * 10 days notice for cancellation or non-renewal. Certificate Holder is additional insured in respects to General Liability as required by contract with the named insured.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Housing and Community Development 3323 Belvedere Road, #501 West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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 

**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. 4th 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. **Definitions:**

- (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. **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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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;

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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. Data Becomes County Property

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

7. Indemnification

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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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. Termination for Cause

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

B. Termination for Convenience

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

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

20. Public Entity Crimes

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

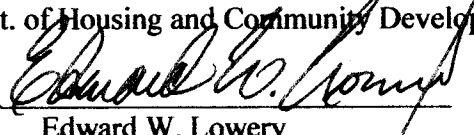
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

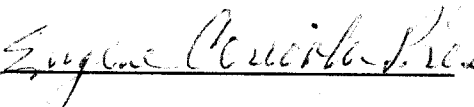
Approved as to Terms and Conditions
Dept. of Housing and Community Development


By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

Community Caring Center of Boynton, Beach, Inc., A Florida Corporation

By: 
Eugene Cericola, President

By: 
Lillian Ostiguy, Vice President

(CORPORATE SEAL)

S:\PLANADMN\ESGP\SUBRECIP\2007-08\Community Caring Center of BB\Agreement 2007-08.doc

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

EXHIBIT A

WORK PROGRAM NARRATIVE

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

- I. The Agency agrees to:
- A. Operating from 145 NE 4th 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.

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

- 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

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-_____)

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

Approved for Submission

S:\PLANADMN\ESGP\SUBRECIP\2007-08\Community Caring Center of BB\Agreement 2007-08.doc

EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R200 - _____ Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					Racial/Ethnic Characteristics:					
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
This Month	YTD							This Month	YTD			
Total Unduplicated Number Served 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

COMMUNITY CARING CENTER OF BOYNTON BEACH, INC.

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 - -D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

C. HIGHLIGHTS OF THE PERIOD:

D. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

E. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

F. PROBLEMS/CONSTRAINTS:

G. 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 Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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: COMMUNITY CARING CENTER OF BOYNTON BEACH
PROGRAM: ESGP
FY 2007-08 PALM BEACH COUNTY CDBG

CONTACT NAME: Sherry Johnson
TITLE: Executive Director
PHONE: (561) 384-9501 ext 25

A. PERSONNEL EXPENSES

Salaries:

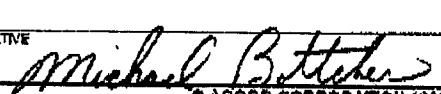
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	City of Boynton Beach CDBG	% Alloc to Program	State of Florida DCF Contract	% Alloc to Program	Private Fnds & Covenant Agree	Total
Executive Director	70%	\$52,000		\$0		\$0		\$0		\$0	15%	\$7,800			85%	\$44,200	\$52,000
Case Manager	50%	\$19,240		\$0		\$0		\$0		\$0	100%	\$19,240				\$0	\$19,240
Case Manager	63%	\$17,550	60%	\$10,530		\$0		\$0		\$0	40%	\$7,020				\$0	\$17,550
Homeless Outreach	40%	\$10,816	60%	\$6,490		\$0		\$0		\$0	40%	\$4,326				\$0	\$10,816
In-take Counselor	50%	\$14,040		\$0		\$0		\$0		\$0		\$0	50%	\$7,020	50%	\$7,020	\$14,040
		\$0		\$0		\$0		\$0		\$0		\$0				\$0	\$0
	2.725	\$113,846		\$17,020		\$0		\$0		\$0		\$38,386		\$7,020		\$51,220	\$113,846
Fringe Benefits:																	
Payroll Taxes		\$3,642	60%	\$2,185		\$0		\$0		\$0	40%	\$1,457			Contract	\$0	\$3,642
(Benefit)				\$0		\$0		\$0		\$0		\$0				\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0				\$0	\$0
		\$3,642		\$2,185		\$0		\$0		\$0		\$1,457		\$0		\$0	\$3,642
Sub-Total Personnel		\$117,288		\$19,205		\$0		\$0		\$0		\$39,843		\$7,020		\$51,220	\$117,288

B. OPERATING COSTS

1 Professional Fees																	
Audit Fees		\$3,000		\$0		\$0		\$0		\$0	100%	\$3,000				\$0	\$3,000
Bookkeeper		\$8,400	10%	\$840		\$0		\$0		\$0	40%	\$3,360			50%	\$4,200	\$8,400
Other				\$0		\$0		\$0		\$0		\$0				\$0	\$0
2 Insurance		\$10,947		\$0		\$0		\$0		\$0	81%	\$8,880			19%	\$2,060	\$10,947
3 Supplies				\$0		\$0		\$0		\$0		\$0				\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0				\$0	\$0
5 Occupancy				\$0		\$0		\$0		\$0		\$0				\$0	\$0
Subtotal Operating Costs		\$22,347		\$840		\$0		\$0		\$0		\$15,240		\$0		\$6,280	\$22,347

C. ADMINISTRATIVE COSTS

				\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET		\$139,635		\$20,045		\$0		\$0		\$0		\$55,083		\$7,020		\$57,500	\$139,635

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID. MN COMMJ-9	DATE (MM/DD/YYYY) 09/12/07		
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244		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.			
INSURED Community Caring Center of 145 N.E. 4th Avenue Boynton Beach FL 33435		INSURERS AFFORDING COVERAGE INS. PER A Philadelphia Ins. Companies INS. PER B Travelers Casualty & Surety INS. PER C INS. PER D INS. PER E	NAIC # 18058		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADCT LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> ECT <input type="checkbox"/> LOC	PHPK172688	08/09/07	08/09/08	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (EA OCCUR/REN) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000
A A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK172688	08/09/07	08/09/08	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED: If yes, describe under SPECIAL PROVISIONS below OTHER	6FRI34B4179B98A06	08/09/07	08/09/08	NO STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POL CY LIMIT \$500000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Palm Beach County c/o HCD shall be listed as additional insured with respects to General Liability.					
CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o H.C.D. 160 Australian Avenue, Ste. 500 West Palm Beach FL 33406		CANCELLATION 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 			

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

**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 benefit of its Emergency Shelter Grants Program and **FAITH, HOPE, LOVE, AND CHARITY, INC.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 3175 South Congress Avenue, Fl 33461 and its Federal Tax Identification Number as **65-0464807**.

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. **Definitions:**

- (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. **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

FATIH-HOPE-LOVE-CHARITY, INC.

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

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

FAITH-HOPE-LOVE-CHARITY, INC.

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.

FAITH-HOPE-LOVE-CHARITY, INC.

(7) Prior Written Approvals - Summary

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

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

FAITH-HOPE-LOVE-CHARITY, INC.

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. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by

FAITH-HOPE-LOVE-CHARITY, INC.

the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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

FAITH-HOPE-LOVE-CHARITY, INC.

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.

FAITH-HOPE-LOVE-CHARITY, INC.

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. Termination for Cause

FAITH-HOPE-LOVE-CHARITY, INC.

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

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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.

FAITH-HOPE-LOVE-CHARITY, INC.

18. Independent Agent and Employees

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

19. No Forfeiture

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

20. Public Entity Crimes

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

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

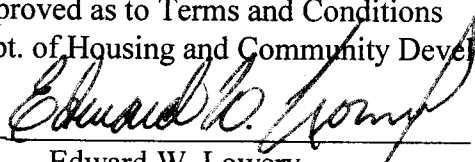
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

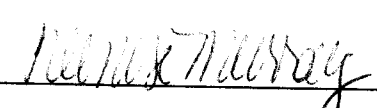
Approved as to Terms and Conditions
Dept. of Housing and Community Development

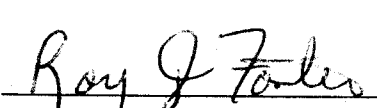
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

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

By: 
Denise Murray, President

By: 
Roy Foster, Executive Director

(CORPORATE SEAL)

FAITH-HOPE-LOVE-CHARITY, INC.

EXHIBIT A

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.

FAITH-HOPE-LOVE-CHARITY, INC.

- 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

Maintenance.....	\$1,000
Insurance	\$6,000
Utilities.....	\$7,000
Furnishings.....	\$1,000
Food	\$6,000
Subtotal	\$21,000

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).

S:\PLANADMN\ESGP\SUBRECIP\2007-08\Faith-Hope-Love-Charity\standardESGP07.doc

FAITH-HOPE-LOVE-CHARITY, INC.

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-_____)

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

Approved for Submission

FAITH-HOPE-LOVE-CHARITY, INC.

EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R200__ - _____ Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	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 <30%	TOTAL	Racial Category	#Total		# Hispanic	
								This Month	YTD	This Month	YTD
Total Unduplicated Number Served This Month:	_____ *					_____ *	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 Am:				
							Other Multi-Racial:				
Total Unduplicated Number Served Year-to-Date (YTD):	_____ **					_____ **	TOTAL	_____ *	_____ **		

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.

FAITH-HOPE-LOVE-CHARITY, INC.

DETAILED NARRATIVE REPORT

EXHIBIT E

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 - -D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

FAITH-HOPE-LOVE-CHARITY, INC.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

FAITH-HOPE-LOVE-CHARITY, INC.

EXHIBIT F

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

Agency:		Agreement No.: R200__-__	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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		Number of Persons Served Year to Date Who Are:	
		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 no Children			
Racial/Ethnic Data		Number of Persons Served Year to Date Who Are:	
		# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)		Number of Persons Served 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:			

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:

	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding WPB VA</u>	<u>% Alloc to Program</u>	<u>Other Funding In-kind</u>	<u>Total</u>
Director		\$0		\$0		\$0		\$0		\$0		\$22,500		\$22,500	\$45,000
Resident Manager		\$0		\$0		\$0		\$0		\$0		\$0		\$15,237	\$15,237
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	<u>0</u>	<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$60,237</u>

Fringe Benefits:

Health Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$6,600
Taxes (i.e.) fed/state				\$0		\$0		\$0		\$0		\$0		\$0	\$3,750
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$10,350
Sub-Total Personnel				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$70,587</u>

B. OPERATING COSTS

1 Professional Fees

Audit Fees				\$0		\$0		\$0		\$0		\$13,025		\$0	\$13,025
Pys				\$0		\$4,000		\$0		\$0		\$34,900		\$10,000	\$48,900
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$6,000		\$0		\$0		\$31,660		\$0	\$37,660
3 Supplies				\$0		\$7,000		\$0		\$0		\$72,514		\$3,200	\$82,714
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$11,550		\$0	\$11,550
5 Occupancy				\$0		\$8,000		\$0		\$0		\$85,549		\$12,500	\$106,049

Subtotal Operating Costs				<u>\$0</u>		<u>\$25,000</u>		<u>\$0</u>		<u>\$0</u>		<u>\$249,198</u>		<u>\$25,700</u>	<u>\$299,898</u>
---------------------------------	--	--	--	------------	--	-----------------	--	------------	--	------------	--	------------------	--	-----------------	------------------

C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$30,013		\$0	\$30,013
--------------------------------	--	--	--	-----	--	-----	--	-----	--	-----	--	----------	--	-----	----------

TOTAL PROGRAM BUDGET				\$0		\$25,000		\$0		\$0		\$0		\$0	\$400,498
-----------------------------	--	--	--	-----	--	----------	--	-----	--	-----	--	-----	--	-----	-----------

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2007

PRODUCER (561)994-0880 FAX (561)994-1740
Park & Associates, Inc.
5255 North Federal Highway
2nd Floor
Boca Raton, FL 33487-4907
INSURED Faith-Hope-Love-Charity, Inc.
3175 S. Congress Ave.
Suite #304
Palm Springs, FL 33461

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L TO INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY	CPS0864765	06/21/2007	06/21/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

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

PER POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioner
C/O Housing and Community Development
160 Australian Ave Ste 500
West Palm Beach, FL 33406

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stacey Diana, CISR/SD

Stacey Diana

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.

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.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
has coverage in force for the following Named Insured as shown below:

Named Insured FAITH HOPE LOVE CHARITY INC

Address of Named Insured 3175 S CONGRESS AVE, STE 304
PALM SPRINGS, FL 33461-2562

POLICY NUMBER	261 0715-A23-59	258 8113-F21-58		
EFFECTIVE DATE OF POLICY	07/23/07	08/21/07		
DESCRIPTION OF VEHICLE	97 FORD F150 1FTEF1781VK832023	02 FORD EXPEDITION 1FMRU17L92LA29365		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury Each Person	\$500,000.00	\$500,000.00		
a. Bodily Injury Each Accident	\$500,000.00	\$500,000.00		
b. Property Damage	\$500,000.00	\$500,000.00		
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible
a. Comprehensive				
b. Collision	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Dave Tomberg
Signature of Authorized Representative

AGENT
Title

1795
Agent's Code Number

9/24/07
Date

Name and Address of Certificate Holder

PLM BCH CTY BOARD OF COUNTY
COMMISSIONERS, A POLITICAL
SUBDIVISION OF THE STATE OF FLA,
ITS OFFICERS, EMPLOYEES & AGENTS
C/O DEPT OF COMMUNITY SERVICES
160 australian ave, ste 500
West Palm Beach, FL 33406

Name and Address of Agent

DAVE TOMBERG INSURANCE AGENCY INC.
7685 LAKE WORTH ROAD
LAKE WORTH, FL 33467

Check if a permanent Certificate of Insurance for liability coverage is needed: ☒

Check if the Certificate Holder should be added as an Additional Insured: ☒

Remarks:

TOTAL P.01

ACORD. CERTIFICATE OF INSURANCE

STATE (continued)

10-000000

PRODUCTION

WEINSTEIN JONES & ASSOC
1570 MADRUGA AVE STE 300

CORAL CABLES

FL 33146

20. CH

FAITH HOPE LOVE & CHARITY INC
3175 S CONGRESS AVE #304
PALM SPRINGS FL 33461

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 FLORIDA N.C. JWA

COMPANY

COMPANY

C

COMPANY

COVERAGES

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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT. <input type="checkbox"/>				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one loss) MED. EXPENSE (Any one person)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	\$ \$ \$ \$ \$
	WARRANTY LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ADDITION AGGREGATE	\$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> WCL <input type="checkbox"/> EXCL. <input checked="" type="checkbox"/> <input type="checkbox"/>	(UB-4221511-6-06)	10-10-06	10-10-07	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ 100,000 \$ 500,000 \$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/PERVAH/CLANDESTINE/NOTION/ALCOHOL (if any)

~~THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.~~

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONS
C/O HCD
3329 BELVEDERE ROAD BLDG#501
WEST PALM BEACH FL 33409

SHOULD ANY OF THE ABOVE MENTIONED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE ASSOCIATED POLICEMAN NAMES TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

ANTHONY'S INTERNATIONAL

CHARACTER
Charles J. Clarke

ACCORD 201-81-1072-21

WEINSTINE JONES & HOGAN

00:91 9077-91-120

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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. Definitions:

- (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. 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. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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;

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
 - (d) All change orders;
 - (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
 - (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.
- (8) Program-Generated Income

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

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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. Data Becomes County Property

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

7. Indemnification

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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."

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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. Termination for Cause

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

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

19. No Forfeiture

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

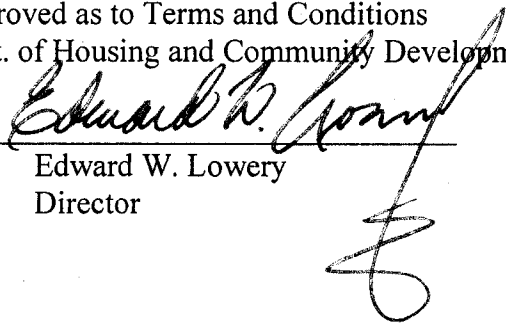
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

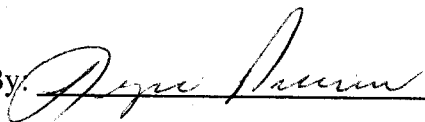
Approved as to Terms and Conditions
Dept. of Housing and Community Development


By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

FARMWROKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

By: 
Sergio Palacio, President

By: 
Manuel Allende, Executive Director

(CORPORATE SEAL)

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

EXHIBIT 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.

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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

Emergency Rent, Mortgage and Utility Insurance	\$ 24,000
TOTAL	\$ 24,000

- 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-_____)

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

Approved for Submission

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

EXHIBIT C

LETTERHEAD STATIONERY

SUBJECT: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ <div style="text-align: center;">(specify)</div>		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)

Name _____

Title _____

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name:

Agreement: R200

Month/Year Reported:

	TOTAL Number of Individuals or Households Served	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 <30%	TOTAL	Racial Category	#Total		# Hispanic	
								This Month	YTD	This Month	YTD
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:	_____	_____	_____	_____
Total Unduplicated Number Served Year-to-Date (YTD):	_____**	_____	_____	_____	_____	_____**	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 Am:	_____	_____	_____	_____
							Other Multi-Racial:	_____	_____	_____	_____
							TOTAL	_____*	_____**	_____	_____
											Female Headed Households
											This Month
											YTD

FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY, INC.

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. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200__-_____-D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$_____	\$_____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

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

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 Number of Persons (specify adults and children) Served Daily	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		Number of Persons Served Year to Date Who Are:	
		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 no Children			
Racial/Ethnic Data		Number of Persons Served Year to Date Who Are:	
		# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)		Number of Persons Served 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: Farmworker Coordinating Council of Palm Beach County, Inc
 PROGRAM: Homeless Prevention Program
 FY 2007-08 PALM BEACH COUNTY ESGP

CONTACT NAME: Manuel Allende
 TITLE: Executive Director
 PHONE: 561-533-7227

A. PERSONNEL EXPENSES

Salaries:

	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (US DOL)	% Alloc to Program	Other Funding (United Way, Foundations, CSC)	Total
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	\$0	\$32,240
Service Coordinator	1	\$32,240	0%	\$0	0%	\$0	30%	\$9,672	0%	\$0	0%	\$0	70%	\$22,568	\$32,240
Case Worker	6	\$151,650	0%	\$0	0%	\$0	25%	\$37,913	0%	\$0	17.90%	\$27,145	57%	\$86,592	\$151,650
Intake Specialist	1	\$21,580	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$21,580	\$21,580
Housing Assistance	1	\$14,560	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$14,560	0%	\$0	\$14,560
Financial Adm.	1	\$17,120	0%	\$0	0%	\$0	10%	\$1,712	0%	\$0	10%	\$1,712	80%	\$13,696	\$17,120
	14	\$410,687		\$0		\$0		\$80,454		\$0		\$84,430		\$245,804	\$410,687

Fringe Benefits:

Executive Director	1	\$22,752	0%	\$0	0%	\$0	5%	\$1,138	0%	\$0	5%	\$1,138	90%	\$20,477	\$22,752
Director of Program	1	\$7,545	0%	\$0	0%	\$0	25%	\$1,886	0%	\$0	5%	\$377	70%	\$5,282	\$7,545
BG Director	1	\$3,702	0%	\$0	0%	\$0	50%	\$1,851	0%	\$0	10%	\$370	40%	\$1,481	\$3,702
Sr. Case Mgr	1	\$7,481	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$7,481	0%	\$0	\$7,481
Service Coordinator	1	\$3,516	0%	\$0	0%	\$0	30%	\$1,055	0%	\$0	0%	\$0	70%	\$2,461	\$3,516
Case Worker	6	\$37,541	0%	\$0	0%	\$0	25%	\$9,385	0%	\$0	17.90%	\$6,720	57%	\$21,436	\$37,541
Intake Specialist	1	\$5,462	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	100%	\$5,462	\$5,462
Housing Assistanc	1	\$1,795	0%	\$0	0%	\$0	10%	\$180	0%	\$0	10%	\$180	80%	\$1,436	\$1,795
Financial Adm.	1	\$2,051	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$2,051
		\$91,845		\$0		\$0		\$15,494		\$0		\$16,265		\$58,034	\$91,845
Sub-Total Personnel		\$502,532		\$0		\$0		\$95,948		\$0		\$100,695		\$303,838	\$502,532

B. OPERATING COSTS

1 Professional Fees														
Audit Fees	\$12,995	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$1,949	85%	\$11,046	\$12,995
2 Insurance	\$25,948	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$3,892	85%	\$22,056	\$25,948
3 Other	\$74,983	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$11,247	85%	\$63,736	\$74,983
4 Comm/Postage/Shipping	\$13,223	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$1,983	85%	\$11,240	\$13,223
5 Occupancy	\$52,718	0%	\$0	0%	\$0	0%	\$0	0%	\$0	10%	\$5,272	90%	\$47,446	\$52,718
6 Travel/Conference	\$10,260	0%	\$0	0%	\$0	0%	\$0	0%	\$0	20%	\$2,052	80%	\$8,208	\$10,260
7 Printing & Supplies	\$27,631	0%	\$0	0%	\$0	0%	\$0	0%	\$0	15%	\$4,145	85%	\$23,486	\$27,631
6 Client Financial Assistance	\$104,000	0%	\$0	23%	\$24,000	0%	\$0	0%	\$0	77%	\$80,000	0%	\$0	\$104,000
Subtotal Operating Costs			\$0		\$24,000		\$0		\$0		\$110,541		\$187,217	\$321,758
C. ADMINISTRATIVE COSTS			\$0		\$0		\$0		\$0		\$22,127		\$25,112	\$47,239
TOTAL PROGRAM BUDGET			\$0		\$24,000		\$95,948		\$0		\$233,363		\$516,167	\$871,529

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/25/07

PRODUCER
Harvey L. Brown Agency Inc.
64 NE 5th Avenue
Delray Beach FL 33483
361-276-0369 / Fax 361-278-9946

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.

INSURED
Farmworker Coordinating Council
1010 10th Avenue North, Suite 1
Lake Worth FL 33460

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co

INSURER B: Progressive Express Ins Co

INSURER C: Markel American Ins Co

INSURER D: Travelers Property Casualty

INSURER E:

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR ONLY AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> ENT <input type="checkbox"/> LOG	CPS0807085	11/20/06	11/20/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ excluded
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02861852-6	01/25/07	01/25/08	COMBINED SINGLE LIMIT (EA accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				NO STATUTE, OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A Directors & Officers D Fidelity Bond	ON109792 103362759	10/05/06 08/14/06	10/05/07 08/14/07	Limit \$1,000,000 Limit \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is additional insured on general liability policy

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners c/o Housing & Community Development
 160 Australian Avenue Suite 500
 West Palm Beach FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING 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

ACORD 25 (2001/06)

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 09/25/07			
PRODUCER Paychex Agency, Inc. 150 Sawgrass Dr Rochester, NY 14620		1-800-472-0072			
INSURED Paychex Business Solutions, Inc. FARMWORKER COORDINATING COUNCIL OF PALM BEACH, INC. 911 Panorama Trail South Rochester, NY 14625 877-266-6850		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		INSURERS AFFORDING COVERAGE			
		INSURER A: AMERICAN HOME ASSURANCE COMPANY			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO EA ACC \$ ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1101953	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$ \$ \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSUR					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
FARMWORKER COORDINATING COUNCIL OF PALM BEACH, INC 1010 10TH AVE N LAKEWORTH, FL 33160 USA				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: <i>Thomas S. Smith</i>	
ACORD 25-S (7/97) AMJONES 6123821		© ACORD CORPORATION 1988			

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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. Definitions:

- (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. 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

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. **Maximum Compensation**

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. **Time of Performance**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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) 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.

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

(7) Prior Written Approvals - Summary

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

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.
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. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

limitation of their use and shall be made available by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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.

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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.

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

A. Termination for Cause

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

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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,

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.
and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

18. Independent Agent and Employees

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

19. No Forfeiture

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

20. Public Entity Crimes

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

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 _____ day of _____, 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

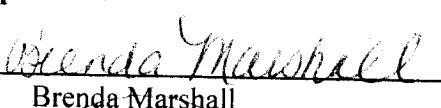
Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

**FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC., A Florida
Corporation**

By: 
Brenda Marshall
Board President

By: 
Shandra Dawkins, Executive Director

SEAL
(CORPORATE SEAL)

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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:

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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.....	\$	<u>1,000</u>
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).

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

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-_____)

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

Approved for Submission

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

Exhibit D
Palm Beach County Housing and Community Development

Subrecipient/Program Name:

Palm Beach County Housing and Community Development

Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					Racial/Ethnic Characteristics:					
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
								This Month	YTD	This Month	YTD	
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:	_____	_____	_____	_____	This Month YTD
							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 Am:	_____	_____	_____	_____	
							Other Multi-Racial:	_____	_____	_____	_____	
							TOTAL	_____*	_____**	_____	_____	

Revised August 2007; Previous editions are obsolete.

* These totals must agree with the total in the first column.

** These totals must agree with the total in the first column.

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.

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.
EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 - -D Month Covered:

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$	\$	%
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$	\$

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

C. HIGHLIGHTS OF THE PERIOD:

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

D. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

E. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

F. PROBLEMS/CONSTRAINTS:

G. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC.

EXHIBIT F

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

Agency:		Agreement No.: R200 ____ - ____	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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

CONTACT NAME: Shandra Dawkins
TITLE: Executive Director/Family Advocate
PHONE: (561) 848-8383

A. PERSONNEL EXPENSES

Salaries:

	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Foundations	% Alloc to Program	Fund Raisers/ Contributions	Total
ED/Family Advocate	80	\$57,869	21	\$12,420		\$0	43	\$25,055	7	\$4,300	24	\$14,000	3	\$2,094	\$57,869
PD/Family Advocate	85	\$48,420	24	\$11,800		\$0	45	\$22,042	5	\$2,200	20	\$9,500	6	\$2,878	\$48,420
Case Manager/Educ	100	\$32,000	44	\$14,000		\$0	54	\$17,280		\$0	2	\$720	0	\$0	\$32,000
Child Ed/Intake	100	\$19,741	0	\$0		\$0	61	\$12,042		\$0	39	\$7,699	0	\$0	\$19,741
Prog. Advocates(2)	100	\$53,987	18	\$9,613		\$0	73	\$39,275		\$0	8	\$4,348	1	\$751	\$53,987
Wknd. Advocate(3)	100	\$27,000	45	\$12,167		\$0	0	\$0		\$0	55	\$14,833	0	\$0	\$27,000
Relief Advocates	100	\$6,000	0	\$0		\$0	41	\$0		\$0	50	\$3,000	50	\$3,000	\$6,000
Bus./Cit. Manager	90	\$37,440	0	\$0		\$0	34	\$12,803	8	\$2,921	36	\$13,600	22	\$8,116	\$37,440
RAVE Adv./Educator	75	\$32,000	0	\$0		\$0	0	\$0		\$0	78	\$25,000	22	\$7,000	\$32,000
	830	\$314,457		\$60,000		\$0		\$128,497		\$9,421		\$92,700		\$23,839	\$314,457
Fringe Benefits:															
Fica				\$0		\$0	35	\$8,441		\$0		\$10,000	24	\$5,961	\$24,402
FL Unemployment				\$0		\$0	44	\$282		\$0		\$0	55	\$345	\$627
Workers' Compen.				\$0		\$0	71	\$1,255		\$0		\$0	29	\$516	\$1,771
Health Plan				\$0		\$0	50	\$12,600		\$0		\$8,600	16	\$4,000	\$25,200
Sub-Total Personnel				\$60,000		\$0		\$151,075		\$9,421		\$111,300		\$34,661	\$366,457
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0	30	\$2,090	70	\$4,910	\$7,000
2 Insurance				\$0		\$0	25	\$1,500		\$0	42	\$2,500	33	\$2,000	\$6,000
3 Supplies				\$0		\$0		\$0		\$0	95	\$13,092	5	\$708	\$13,800
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0	96	\$18,020	4	\$800	\$18,820
5 Occupancy				\$0		\$0		\$0		\$0	8	\$4,542	1	\$600	\$5,142
6 Client Assistance			35	\$19,800		\$19,800	56	\$32,081		\$0	93	29000	3	1000	\$32,081
7 Food Service			4	1200		1200		0		0	93	6500	7	500	\$12,000
8 Other				0		0		0		0	93	23046		0	\$23,046
Subtotal Operating Costs						\$21,000		\$33,581		\$0		\$98,790		\$10,518	\$163,889
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$9,421		\$41,367		\$2,121	\$50,808
TOTAL PROGRAM BUDGET				\$60,000		\$21,000		\$184,656		\$9,421		\$210,090		\$45,179	\$530,346

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Robert J Kaleita Ins Agency, Inc
12230 Forest Hill Blvd Ste 110-FF
Wellington, Fl. 33414
561-687-3761

DATE(MM/DD/YYYY)
9/14/2007
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.

INSURED
Florida Resource Center
For Women And Children, Inc
1923 Broadway
Riviera Beach, FL 33404
561-848-8383

INSURERS AFFORDING COVERAGE
INSURER A: Scottsdale Ins Co
INSURER B: Integon National Ins Co
INSURER C: United States Liability
INSURER D:
INSURER E:

COVERAGES

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

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	CLS1285069	09/19/07	09/19/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
3	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FLC3249851	09/03/07	09/03/08	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTH ER \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				
	Professional & D & O		08/21/07	08/21/08	\$1,000,000

RIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
lm Beach County Board of County Commissioners is an Additional Insured with spect to General Liability.

IFICATE HOLDER
Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, it's officers, employees & agents, c/o Dept of Housing & Community Development

CANCELLATION
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

025(2007/08)

ACORD CORPORATION 1988

ACORD		Serial # 607609		DATE (MM/DD/YY) 06/01/2007	
PRODUCER AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100 MIAMI, FL 33131 (305) 372-9930		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			
		COMPANY B			
		COMPANY C			
		COMPANY D			
INSURED Oasis Outsourcing Holdings, Inc., Alt. Emp.: Florida Resource Center For Women & Children, Inc. 4400 N Congress Ave., Suite 250 West Palm Beach, FL 33407-3288					
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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 29-38-687-05	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. CR EL EACH ACCIDENT \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				
DESCRIPTION OF OPERATION/LOCATION/VEHICLE/SPECIAL ITEMS ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF: FLORIDA RESOURCE CENTER FOR WOMEN AND CHILDREN, INC					
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, ATTN: JIM GOLD 3323 BELVEDERE, BLDG #501 W PALM BEACH, FL 33406			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY AON RISK SERVICES, INC. OF FLORIDA		

THE LORD'S PLACE—Family Emergency Facility

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE LORD'S PLACE, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2007, 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 **THE LORD'S PLACE, INC.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2808 Australian Avenue, West Palm Beach, Florida, 33407**, and its Federal Tax Identification Number as **59-2240502**.

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. **Definitions:**

- (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. **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 LORD'S PLACE—Family Emergency Facility

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

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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.

THE LORD'S PLACE—Family Emergency Facility

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.

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

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

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

(7) Prior Written Approvals - Summary

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

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

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

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

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

audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. Data Becomes County Property

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

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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

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

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 LORD'S PLACE, INC.—Family Emergency Facility

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

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

- (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. Termination for Cause

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

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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.

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

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. Independent Agent and Employees

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

19. No Forfeiture

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

20. Public Entity Crimes

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

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.

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

WITNESS our Hands and Seals on the _____ day of _____, 2007.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

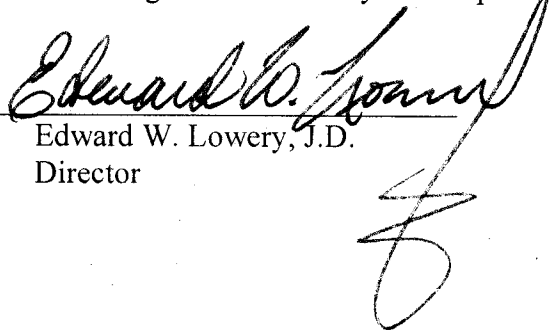
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency

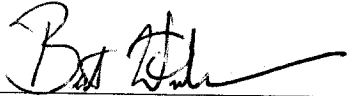
Approved as to Terms and Conditions
Dept. of Housing and Community Development

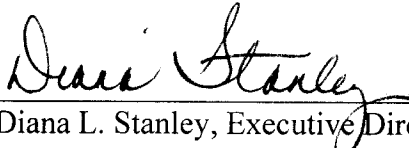
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery, J.D.
Director

(COUNTY SEAL)

THE LORD'S PLACE, INC., a Florida Corporation

By: 
Bert Winkler, Esq., President

By: 
Diana L. Stanley, Executive Director

(CORPORATE SEAL)

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

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.

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

- 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).

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 - (R-2007-_____)

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

Approved for Submission

EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)

Name: _____

Title: _____

THE LORD’S PLACE, INC.—Family Emergency Facility

DIRECT BENEFITS ACTIVITIES

EXHIBIT D
Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R-2007 - _____ Month/Year Reported: _____

	TOTAL Number of Individuals or Households Served	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					Racial/Ethnic Characteristics:					
		Over 80%	Moderate Income 51%-80%	Low Income 31%-50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
						This Month		YTD	This Month	YTD		
Total Unduplicated Number Served This Month:	*					*	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 Am:					
							Other Multi-Racial:					
Total Unduplicated Number Served Year-to-Date (YTD):	**					**	TOTAL	* _____	* _____ *	_____	_____	
Revised August 2007: Previous editions had 13 columns. * FY 2007. ** YTD 2007.												

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. AGREEMENT INFORMATION

AGREEMENT NUMBER: R-2007-_____-D Month Covered: _____

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$_____	\$_____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

C. HIGHLIGHTS OF THE PERIOD:

THE LORD’S PLACE, INC.—Family Emergency Facility

D.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u> <u>THIS PERIOD</u>	<u>BENEFICIARIES</u> <u>YTD</u>	<u>CONTRACT GOAL</u>
----	-------------------	---------------------------------------------	------------------------------------	----------------------

E. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

F. PROBLEMS/CONSTRAINTS:

F. TECHNICAL ASSISTANCE NEEDED AND/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 Number of Persons (specify adults and children) Served Daily	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	Number of Persons Served Year to Date Who Are:		
	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 no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served 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:			

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR LH LORDS-1	DATE (MM/DD/YYYY) 09/21/07
PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms, #123 Palm Beach Gardens FL 33410 Phone: 800-538-0487 Fax: 561-626-3153		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.	
INSURED The Lord's Place, Inc. c/o Director of Finance P.O. Box 3265 West Palm Beach FL 33402-3253		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Bridgefield Employees Ins. Co.	
		INSURER B: Progressive Express	02962
		INSURER C: Philadelphia Insurance Co.	23850
		INSURER D:	
		INSURER E:	
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR	ACORD	LTR	INSRD
C	X	GENERAL LIABILITY	PHPK229004
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	
		<input checked="" type="checkbox"/> Professional	
		GEN'L AGGREGATE LIMIT APPLIES PER:	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY	08255907-3
		<input type="checkbox"/> ANY AUTO	
		<input type="checkbox"/> ALL OWNED AUTOS	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS	
		<input type="checkbox"/> HIRED AUTOS	
		<input type="checkbox"/> NON-OWNED AUTOS	
		GARAGE LIABILITY	
		<input type="checkbox"/> ANY AUTO	
		EXCESS/UMBRELLA LIABILITY	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	
		<input type="checkbox"/> DEDUCTIBLE	
		<input type="checkbox"/> RETENTION \$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	830-28862
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	
		If yes, describe under SPECIAL PROVISIONS below	
		OTHER	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	04/01/07 04/01/08
		<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		E.L. EACH ACCIDENT	\$ 100000
		E.L. DISEASE - EA EMPLOYEE	\$ 100000
		E.L. DISEASE - POLICY LIMIT	\$ 500000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS			
Certificate holder is additional insured regarding the operations of the insured.			
CERTIFICATE HOLDER:		CANCELLATION	
Palm Beach County Board of County Commissioners & HCD 160 Australian Ave. #500 West Palm Beach FL 33406		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 Gregory J. Barr <i>Gregory J. Barr</i>	

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

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:

	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	All oc to Pr	Other Funding (Donations)	% Alloc to Program	Other Funding (Please Specify)	Total
Program Coordinator - ES		\$41,600	9.32%	\$0		\$0		\$33,280	7.45%	\$0		\$8,320	1.86%	\$0	\$41,600
Case Manager ES		\$33,509	7.50%	\$0		\$0		\$26,807	6.00%	\$0		\$6,702	1.50%	\$0	\$33,509
Maintenance Assistant		\$24,960	5.59%	\$0		\$0		\$19,968	4.47%	\$0		\$4,992	1.12%	\$0	\$24,960
Program Assistant - ES		\$15,340	3.44%	\$0		\$0		\$12,272	2.75%	\$0		\$3,068	0.69%	\$0	\$15,340
Resident Manager		\$10,450	2.34%	\$0		\$0		\$8,360	1.87%	\$0		\$2,090	0.47%	\$0	\$10,450
All Other		\$53,684	12.02%	\$0	0.00%	\$0		\$42,947	9.62%	\$0		\$10,737	2.40%	\$0	\$53,684
	0	\$179,543	40.21%	\$0	0.00%	\$0		\$143,635	32.17%	\$0		\$35,909	8.04%	\$0	\$179,543

Fringe Benefits:

All															
(Benefit)				\$0		\$0		\$45,338	10.15%	\$0		\$11,335	2.54%	\$0	\$56,673
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$45,338	10.15%	\$0		\$11,335	2.54%	\$0	\$56,673
Sub-Total Personnel				\$0	0.00%	\$0		\$188,973	42.32%	\$0		\$47,243	10.58%	\$0	\$236,216

B. OPERATING COSTS

1 Professional Fees

Audit Fees
Legal
Other

		\$0		\$0		\$0		\$0		\$0		\$5,575	1.25%	\$0	\$5,575
		\$0		\$0		\$0		\$0		\$0		\$625	0.14%	\$0	\$625
2 Insurance		\$0		\$0		\$0		\$0		\$0		\$0	0.00%	\$0	\$0
3 Supplies		\$0		\$0		\$0		\$0		\$0		\$37,000	8.29%	\$0	\$37,000
4 Communications/Postage/Shipping		\$0		\$0		\$0		\$0		\$0		\$23,250	5.21%	\$0	\$23,250
5 Occupancy (Utilities)		\$0		\$0		\$0		\$0		\$0		\$9,900	2.22%	\$0	\$9,900
6 Client Services		\$0		\$18,000	4.03%	\$0		\$0		\$0		\$58,740	13.15%	\$0	\$76,740
7 FOOD		\$0		\$0		\$0		\$0		\$0		\$49,630	11.11%	\$0	\$49,630
Subtotal Operating Costs		\$0		\$5,500	1.23%	\$0		\$0		\$0		\$2,100	0.47%	\$0	\$7,600
		\$0		\$23,500	5.26%	\$0		\$0		\$0		\$186,820	41.84%	\$0	\$210,320

C. ADMINISTRATIVE COSTS

TOTAL PROGRAM BUDGET

\$0		\$0		\$0		\$0		\$0		\$0	
\$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. Definitions:

- (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. 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. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$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. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number 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

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

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;

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

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided 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

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

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. Data Becomes County Property

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

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

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The 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

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

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

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

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. Termination for Cause

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by

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

giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

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

C. Termination Due To Cessation

In the event the grant to the County under Title 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. Independent Agent and Employees

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

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

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 _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

BOARD OF COUNTY COMMISSIONERS

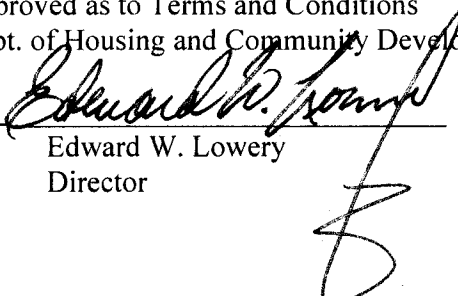
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to Form and Legal
Sufficiency


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

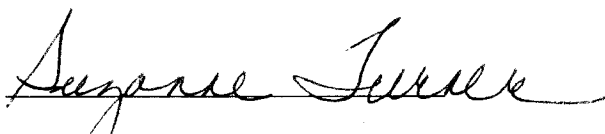
By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF PALM BEACH COUNTY, INC., a
Florida Corporation

By: 
Nancy Marshall, President

By: 
Suzanne Turner, Executive Director

(CORPORATE SEAL)

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

EXHIBIT A

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:

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

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

Operations & Maintenance

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

TOTAL	\$	20,540
--------------------	-----------	---------------

- 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).

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

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-_____)

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

Approved for Submission

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

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

EXHIBIT C

LETTERHEAD STATIONERY

DATE: _____

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: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2007-____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2007 - 2/28/2008 <input type="checkbox"/> 3/1/2008 - 9/30/2008 <input type="checkbox"/> 3/1/2008 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name
Title

Month/Year Reported: _____

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

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

EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200 - -D Month Covered: _____

Agency: _____

Address: _____

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income: _____

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

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

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

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.
EXHIBIT F

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

Agency:		Agreement No.: R200__-__	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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		Number of Persons Served Year to Date Who Are:	
		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 no Children			
Racial/Ethnic Data		Number of Persons Served Year to Date Who Are:	
		# Total	# 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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)		Number of Persons Served 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:			

EXHIBIT D

County, Florida					CONTACT NAME:Suzanne Turner										
PROGRAM: Harmony House					TITLE: Executive Director										
FY 2007-08 PALM BEACH COUNTY CDBG					PHONE:561-640-0050										
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
HH Program Director	1	\$47,446		\$0		\$0	31.8	\$15,088		\$0	68.2	FCADV		\$32,359	\$47,447
Shelter Director	1	\$39,225		\$0		\$0		\$0		\$0	100	FCADV		\$39,225	\$39,225
Family Serv Advocat	2	\$63,255		\$0		\$0		\$0		\$0	100	FCADV		\$63,255	\$63,255
Outreach Counselor	1	\$32,806		\$0		\$0	20	\$6,561		\$0	80	FCADV		\$26,245	\$32,806
Victims Advocate	1	\$34,138		\$0		\$0		\$0		\$0	100	FCADV		\$34,138	\$34,138
Sr Resident Coord	1	\$29,218		\$0		\$0		\$0		\$0	100	FCADV		\$29,218	\$29,218
Prog Supp Specialis	1	\$23,175		\$0		\$0	31	\$7,184		\$0	69	FCADV		\$15,991	\$23,175
Family Serv Advocat	1	\$34,834		\$0		\$0		\$0		\$0	100	LAVDA		\$34,834	\$34,834
Family Serv Advocat	1	\$31,770		\$0		\$0		\$0		\$0	100	FCADV		\$31,770	\$31,770
Resident Coord	4	\$77,436		\$0		\$0	45	\$34,846		\$0	55	FCADV		\$42,590	\$77,436
Family Serv Advocat	1	\$30,625		\$0		\$0	79	\$24,194		\$0	21	TPBUWAY		\$6,431	\$30,625
Res Coord-On Call	0.25	\$15,000		\$0		\$0	28.13	\$4,220		\$0	71.87	FCADV		\$10,780	\$15,000
Res Coord-On Call	1	\$10,679		\$0		\$0		\$0		\$0	100	UWAY		\$10,679	\$10,679
Executive Dir	0.37	\$34,441		\$0		\$0		\$0		\$0	0.37	UWAY		\$34,441	\$34,441
Chief Fin Officer	0.37	\$20,493		\$0		\$0		\$0		\$0	0.37	UWAY		\$20,493	\$20,493
Acctg Assts	0.74	\$20,713		\$0		\$0		\$0		\$0	0.74	Donation		\$20,713	\$20,713
Facilities Coord	0.33	\$8,376		\$0		\$0		\$0		\$0	0.33	FCADV		\$8,376	\$8,376
Adm Assistance	0.37	\$9,990		\$0		\$0		\$0		\$0	0.37	UWAY		\$9,990	\$9,990
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	18.43	\$563,620		\$0		\$0		\$92,093		\$0		\$0		\$0	\$563,621
Fringe Benefits:															
Employee Benefits		\$0		\$0		\$0	20	\$9,087		\$0		80 fcadv, uway donation		\$37,152	\$46,239
Payroll Taxes & Une		\$0		\$0		\$0	17	\$9,478		\$0		73 fcadv, uway donation		\$48,090	\$57,568
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$18,565		\$0		\$0		\$85,242	\$103,807
Sub-Total Personnel				\$0		\$0		\$110,658		\$0		\$0		\$85,242	\$667,428
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0	100	\$0		\$15,000	\$15,000

EXHIBIT D

Payroll Fees	\$0	\$0	25	\$2,907 *	\$0	75 fcadv, uway donation	\$9,059	\$11,966
Other	\$0	\$0		\$0	\$0	100 fcadv, uway donation	\$26,472	\$26,472
2 Insurance	\$0	\$0		\$0	\$0	100 fcadv, uway donation	\$16,228	\$16,228
3 Supplies	\$0	\$0		\$0	\$0	100 fcadv, 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 fcadv, uway donation	\$39,623	\$53,881
6 Repair & Maintenance	\$0	19 \$7,300		\$0	\$0	81 fcadv, uway donation	\$30,965	\$38,265
7 Travel	\$0	\$0	1	\$1,200 *	\$0	99 fcadv, uway donation	\$12,049	\$13,249
8 Food	\$0	\$0		\$0	\$0	100 fcadv, uway donation	\$6,000	\$6,000
9 Assistance for Individuals	\$0	\$0		\$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

PRODUCER

Serial # A1205

AON RISK SERVICES OF FLORIDA
1001 BRICKELL BAY DRIVE, SUITE 1100
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

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

Oasis Outsourcing Holdings, Inc., Alt. Emp.:
YWCA of Palm Beach County
4400 N Congress Ave., Ste 250
West Palm Beach, FL 33407-3288

COVERAGES

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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 29-38-687-05	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 100000 EL DISEASE - POLICY LIMIT \$ 100000 EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF: YWCA OF PALM BEACH COUNTY
YWCA - NOT FOR PROFIT ORGANIZATION

RE: HARMONY HOUSE WEST PROGRAM

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

#1888

CERTIFICATE HOLDER

PALM BEACH COUNTY HOUSING & COMMUNITY
DEVELOPMENT
3323 BELVEDERE RD., BLDG. 501
WEST PALM BEACH, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES, INC. OF FLORIDA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID N8
YWCAP-1

DATE (MM/DD/YYYY)

08/15/07

PRODUCER

The Plastridge Agency, Inc.
820 N.E. 6th Avenue
Delray Beach FL 33483
Phone: 561-276-5221 Fax: 561-276-5244

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.

INSURED

YWCA of Palm Beach County
Young Women's Christian Assoc
2200 N. Florida Mango Road #102
West Palm Beach FL 33409

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins Co

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liab. Endt. (1mil/3mil Aggr) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	PHPK156697	02/03/07	02/03/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK156697	02/03/07	02/03/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB058405	02/03/07	02/03/08	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER D&O Liability	PHSD245697	05/20/07	05/20/08	1,000,000

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

*10 days notice of cancellation for nonpayment of premium.

Certificate holder is named as additional insured re: Mary Rubloff Harmony House

CERTIFICATE HOLDER

CANCELLATION

PALMH-2
Palm Beach County Housing and
Community Development
Remar Harvin
3323 Belvedere Road Ste 501
West Palm Beach FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN
NOTICE 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



© ACORD CORPORATION 1988

ACORD 25 (2001/08)