

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2008</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>234,945</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>234,945</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund 001 Dept 740 Unit Var Object Var
 Program Code _____

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

County Funds

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 1-9-8
 OFMB

[Signature] 1/9/08
 Contract Dev. and Control
 1/9/08 these contracts comply with our review requirements.

B. Legal Sufficiency:

[Signature] 1/9/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Gulfstream Goodwill Industries, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed \$ **Nineteen Thousand Seven Hundred and Fifty Dollars (\$19,750.00)**. The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The AGENCY shall 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 Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a

minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401**

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F.** Reimburse funds to COUNTY that are deemed misused or misspent.
- G.** Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- H.** Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I.** For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 – AGENCY CERTIFICATION/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by June 15, 2008. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations whichever is later. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**
- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 14 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 18 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 19 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Edward L. Rich, Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B and C), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

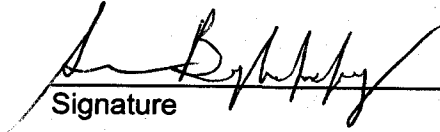
BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

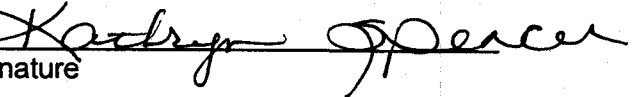
AGENCY:



Signature

Gulfstream Goodwill Industries, Inc.
AGENCY's Name Typed

Susan Bykofsky
Name Typed

BY 
Signature

59-1197040
AGENCY's Federal ID Number

Kathryn Spencer
AGENCY's Signatory Name Typed

Vice President Human Services
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: 

Edward L. Rich, Director

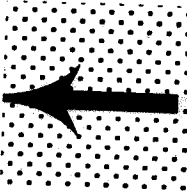


EXHIBIT A

SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT

Agency Name: Gulfstream Goodwill Industries, Inc.

Community Apprenticeship Program

This program will serve 10 participants in a HUD Homeless Transitional program by offering supportive assistance in obtaining employment that matches their interests and aptitudes, has income potential above minimum wage and is a prospect for long-term placement. Upon hire the funds from this grant will pay the employee wages during the first four weeks of training at which time the employer will assume full responsibility.

Outcome Indicators

1. *80% of 10 participants will experience a minimum of two (2) interviews.*
2. *80% of 10 participants will meet 30% of benchmark plan goals.*
3. *70% of 10 participants will successfully complete an apprenticeship.*

EXHIBIT B

**SERVICE/PROGRAM TO BE PROVIDED FY 2008
FINANCIAL ASSISTANCE CONTRACT**

Agency: Gulfstream Goodwill Industries,
Inc.

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
---	----------------------	----------------------------------

Service/Program: Community Apprenticeship

This project will serve 10 participants in the HUD Transitional Program for 21 workdays at 6 hours per workday. A unit of service is calculated at one hour and totals \$15.67 per hour. One unit of service includes development of an apprenticeship, on-the-job training, and development and regular tracking of a goal plan.

15.67

19,750

TOTAL CONTRACT

19,750

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/07

PRODUCER Kornreich/NIA 1400 Centrepark Boulevard Suite 600 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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407	INSURER A: Philadelphia Indemnity Insurance Co	18058
	INSURER B: Employers Insurance Co. of Wausau	21458
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK208578	12/28/06	12/28/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP 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 <input checked="" type="checkbox"/> Comp \$500 Ded. <input checked="" type="checkbox"/> Coll \$1000 Ded.	PHPK208578	12/28/06	12/28/07	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 \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	PHUB076843	12/28/06	12/28/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WACZ9D511445017	06/12/07	06/12/08	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A		OTHER PROF. LIAB.	PHPK208578	12/28/06	12/28/07	\$1,000,000 Each Professional Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
****10 days notice of cancellation for non-payment of premium** Certificate Holder is included as Additional Insured on the General Liability policy.**

(See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners A Political Subdivision of the State of FL, (see page 3 for full name) 810 Datura Street West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
---	--

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Florida Outreach for the Blind, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 55-0827232.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 - September 30) no later than May 15 of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **\$ Twenty-Five Thousand Dollars (\$25,000.00)**. The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- C. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall 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 Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a

minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401**

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F.** Reimburse funds to COUNTY that are deemed misused or misspent.
- G.** Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- H.** Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I.** For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 – AGENCY CERTIFICATION/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by June 15, 2008. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations whichever is later. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 14 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 18 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 19 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Edward L. Rich, Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Carolyn Lapp
Executive Director
Florida Outreach for the Blind, Inc.
1280 N. Congress Ave., Suite 108
West Palm Beach, FL 33409

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B and C), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

AGENCY:

Amanda Cary
Signature

FL OUTREACH CENTER FOR THE BLIND
AGENCY's Name Typed

AMANDA CARY
Name Typed

BY Carolyn Lapp
Signature

55-0827232
AGENCY's Federal ID Number

CAROLYN LAPP
AGENCY's Signatory Name Typed

EXECUTIVE DIRECTOR
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: Edward L. Rich
Edward L. Rich, Director

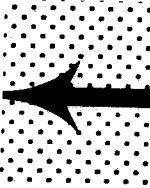


EXHIBIT A

SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT Agency Name: Florida Outreach Center for the Blind, Inc.

Rehabilitation of the Blind

The Florida Outreach Center for the Blind serves as an independent training facility for visually-impaired persons primarily in Palm Beach County. The outreach program works toward the rehabilitation and assistance of individuals adjusting to their environment and disability. The Center operates on the philosophy that it is respectable to be blind and believes that when given the proper tools, training and opportunity, a blind person can lead a normal, independent and productive life.

Classes provided at no charge are instruction in Braille, Electronic Communications, Daily Living Skills, Mobility, and Personal and Home Management. Newly added services are computer and mobility training in the latest adaptive equipment.

Outcome Indicators:

1. 90% of 100 of students who learn to read Braille.
2. 85% of 100 students learn to cook.
3. 83% of 100 students who learn to use the computer.

EXHIBIT B

**SERVICE/PROGRAM TO BE PROVIDED FY 2008
FINANCIAL ASSISTANCE CONTRACT**

Agency: Florida Outreach Center for the Blind, Inc

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
---	----------------------	----------------------------------

Service/Program: Rehabilitation of the Blind

A unit of service is defined as one hour of any of the following activities: Independent Living skills, lessons in Braille, computers lessons, technology workshops, craft classes, support groups and staff time assisting the clients.

45.00

25,000

TOTAL CONTRACT

25,000

MONTHLY ALLOCATION WORKSHEET
Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008
 Reimbursement Month/Date: _____

Agency Name:
 BCC Do. No.:
 Contract Year: **2008**
 Service Dates: **October 1, 2007 - September 30, 2008**

Account
 Number:

 Vendor:

Program/Service	Contract Amount		Current Month Utilization			Year-to-Date Utilization			Contract Balance
	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Total
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL:		-	-		-	-		-	-

Current Request Total: \$

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

 Authorized Signature

 Date

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and **The Children's Place at Home Safe, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1935485**.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **Fifty-One Thousand and Five Hundred Dollars (\$51,500.00)**. The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a Claims-Made basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The AGENCY shall 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 Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a

minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401**

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F.** Reimburse funds to COUNTY that are deemed misused or misspent.
- G.** Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- H.** Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I.** For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 – AGENCY CERTIFICATION/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the second stage of the Agency Certification process developed by the Center for Non-profit Excellence (Center) and make significant progress towards achievement of certification standards.

To comply with this policy, AGENCY shall, by June 15, 2008, comply with a request from the Center that the AGENCY have an on-site review scheduled within 30 days. If The Center recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2006-2007 contractual agreement with the COUNTY.

AGENCY understands that these requirements are considered the second steps in the process of achieving agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations whichever is later. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of

1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 14 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 18 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 19 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Edward L. Rich, Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Matthew Ladika, CEO
The Children's Place at Home Safe, Inc.
2840 6th Avenue South
Lake Worth, FL 33461

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B and C), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

AGENCY:

Bonnie M. Barwick
Signature

The Children's Place at Home Safe, Inc.
AGENCY's Name Typed

Bonnie M. Barwick
Name Typed

BY: [Signature]
Signature

59-1935485
AGENCY's Federal ID Number

Matthew R. Ladika
AGENCY's Signatory Name Typed

CEO
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: [Signature]
Edward L. Rich, Director

EXHIBIT A

SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT

Agency Name: Children's Place at Home Safe, Inc.

Simon C. Fireman Foundation Home Safe Center for Children

The Center provides a child-friendly environment for two programs that provide critical services to some of Palm Beach County's most vulnerable citizens. The building has roughly 5,000 square feet dedicated to Child Protection Team (CPT) and Safety Net. CPT is available for referrals to assist alleged child victims of abuse and neglect 24 hours a day.

Referrals are made by DCF and law enforcement so that medical evaluations and interviews regarding the allegations can be provided by the Team. Safety Net works in collaboration with a host of community, state and county organizations. It is designed to provide short-term, intensive treatment and coordinated services to children and families victimized by domestic violence. This program continuum includes crisis intervention and stabilization, case management, individual and group therapy.

Outcome Indicators:

1. *65% of 1600 children will receive medical exams.*
2. *100% of 100 adult victims will understand their safety plan.*
3. *90% of 50 families graduating from the program will have no recurrence of domestic/family violence reported.*

EXHIBIT B

**SERVICE/PROGRAM TO BE PROVIDED FY 2008
FINANCIAL ASSISTANCE CONTRACT**

Agency: **The Children's Place at Home Safe**

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
---	----------------------	----------------------------------

Service/Program: **The Simon C. Fireman Foundation Home Safe Center**

A unit of service is defined as one hour and may include face-to-face contact, crisis counseling, medical or psychological evaluation, therapy (group or individual), assessment, interviews, referrals, safety plan development, or social intervention.	11.25	51,500
---	-------	--------

TOTAL CONTRACT

51,500

MONTHLY ALLOCATION WORKSHEET
Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008
Reimbursement Month/Date: _____

Agency Name:
BCC Do. No.:
Contract Year: **2008**
Service Dates: **October 1, 2007 - September 30, 2008**

**Account
Number:**

Vendor:

Program/Service	Contract Amount		Current Month Utilization			Year-to-Date Utilization			Contract Balance
	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Total
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL:		-	-		-	-		-	-

Current Request Total: **\$**

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

Authorized Signature

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/2/2007
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	NAIC #
	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	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 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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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 OTHER	0520-33635	6/15/2007	6/15/2008	WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day cancellation applies in regards to non payment of premium.
 Certificate Holder is named as Additional Insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Dept. of Community Service 810 Datura Street West Palm Beach FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE 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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and City of Pahokee hereinafter referred to as the AGENCY, a municipal government organized under the laws of the State of Florida, whose Federal Tax I.D. is 59-6000400.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed One Hundred Sixty-Three Thousand, Six Hundred Ninety-Five Dollars (\$163,695.00). The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28 f.s., AGENCY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature

In the event AGENCY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., AGENCY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

AGENCY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, AGENCY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve AGENCY of its liability and obligations under this Inter-local Agreement.

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- G. Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- H. Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All

data must be submitted via the Department of Community Services Financially Assisted Agencies Website.

- I. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 – AGENCY CERTIFICATION/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the second stage of the Agency Certification process developed by the Center for Non-profit Excellence (Center) and make significant progress towards achievement of certification standards.

To comply with this policy, AGENCY shall, by June 15, 2008, comply with a request from the Center that the AGENCY have an on-site review scheduled within 30 days. If The Center recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2006-2007 contractual agreement with the COUNTY.

AGENCY understands that these requirements are considered the second steps in the process of achieving agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations whichever is later. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of

1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.

E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 14 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.

D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 18 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 19 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Edward L. Rich, Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Herbert Crawford, Director
Parks and Recreation Department, Inc
City of Pahokee
171 North Lake Avenue
Pahokee, FI 33476

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B and C), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

Raquel Diaz
Signature

Raquel Diaz- City Clerk
Name Typed

59- 6000400
AGENCY's Federal ID Number

AGENCY:

City of Pahokee
AGENCY's Name Typed

[Signature]
BY
Signature

J. P. Sasser
AGENCY's Signatory Name Typed

Mayor
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services**

By: [Signature]
Edward L. Rich, Director

EXHIBIT A

SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT

Agency Name: City of Pahokee, Parks and Recreation Department

Pahokee Parks and Recreation: Before and Afterschool Program

The City of Pahokee Parks and Recreational Department operates programs to meet the needs of young people and seniors in this largely rural community. In 2001, The department, in response to a need for "before-care" services for the children of farm workers who work early in the morning until late at night, designed a program to include a before care program in conjunction with an already existing after school program. A youth summer program is also offered to provide recreational, leisure and life skills training. Services will be directed to elementary, middle and high school students and will include recreation, tutoring and life skills training. The Parks and Recreation facility also operates as a "drop-in" centre for seniors who participate in arts and crafts and social activities as well as participating in activities with the young people.

Outcome Indicators

1. *75% of 40 senior citizens will attend 70% of the open days at the program.*
2. *75% of 15 participants will attend 90% of the sessions offered.*
3. *75% of 100 youth will not receive disciplinary reports.*

EXHIBIT B

**SERVICE/PROGRAM TO BE PROVIDED FY 2008
FINANCIAL ASSISTANCE CONTRACT**

Agency: City of Pahokee

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
---	----------------------	----------------------------------

Service/Program: Parks & Recreation Department

A unit of service is defined as one day of service to one client. The service may be to a youth or a senior participant and may include social, recreational, life skills, nutrition or mentoring activities.

25.00

163,695

TOTAL CONTRACT

163,695

MONTHLY ALLOCATION WORKSHEET
Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008
Reimbursement Month/Date: _____

Agency Name:
 BCC Do. No.:
 Contract Year: **2008**
 Service Dates: **October 1, 2007 - September 30, 2008**

Account
 Number:

Vendor:

Program/Service	Contract Amount		Current Month Utilization			Year-to-Date Utilization			Contract Balance
	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Total
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL:		-	-		-	-		-	-

Current Request Total: \$

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

 Authorized Signature

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/06

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services
Arthur J. Gallagher & Co. (Florida)
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
Andrew J Cooper

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
City of Pahokee
Public Risk Management
171 N Lake Ave

Pahokee, FL 33476

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Public Risk Management
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMP/OP AGG \$
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	PRM06-010	10/01/06	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	PRM06-010	10/01/06	04/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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
 With respects to General Liability, Auto Liability and Workers Comp coverages as evidenced herein as required by written contract

CERTIFICATE HOLDER

Palm Beach County BOCC

Sharon Nagle
810 Datura Street

West Palm Beach, FL 33401

USA

CANCELLATION

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

