

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** Amendment No. 1 increasing the Farmworker's Coordinating Council of Palm Beach County (R2007-1940) contract in an amount of \$70,797 for the period October 1, 2007, through September 30, 2008; and **B) terminate** the Healthy Mothers/Healthy Babies (R2007-1946) contract as of January 1, 2008.

Summary: Department of Community Services, through the Financially Assisted Agencies program has been working with Children's Services Council (CSC) program staff to review programs that align within the focus and scope of work that fits most appropriately with each entity. It has been determined that the Palm Beach County FAA contract with Healthy Mothers/Healthy Babies (HM/HB) for \$86,767 will be transferred to CSC's Healthy Beginnings. The CSC-funded Farmworker's Council, family support program, for \$70,797 best aligns with the overall direction and mission of the FAA program. CSC staff and Palm Beach County staff have worked diligently and collaboratively in reviewing these programs/contracts. Both have been working with HM/HB and Farmworker's Council to ensure a smooth transition, which was effective January 1, 2008.

Adjustments to the Farmworker's Council contract are necessary to reflect the increase in the total contract amount. The current contract amount is \$92,953 and the new contract amount will be \$163,750 an increase of \$70,797. The current unit rate cost is \$126.63 per unit of service for approximately 734 units. A unit of service is defined as one hour of service which may include document translation, interpretation services, utility or rent payment services, food voucher services, home visits, direct client services for assessments, referrals and budget development. The amendment to their contract will not change the cost per unit, but will increase the total number of units to be delivered to approximately 1,293. Countywide (TKF)

Background & Justification: The Farmworker's Coordinating Council contract needs to be adjusted to reflect the addition in the program funding. The Healthy Mothers/Healthy Babies contract needs to be terminated to complete the transfer of the program from the FAA program to the Children's Services Council.

Attachments:

- A. Amendment No.1
- B. Original Contract R2007-1940 Farmworker's Coordinating Council
- C. Original Contract R2007-1946

Recommended by: 

Department Director

2-7-2008

Date

Approved by: 

Assistant County Administrator

2-28-08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 001 Dept 740 Unit 2030 Object 8201
 Program Code _____

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

No Fiscal Impact - Funds of \$86,767, the Balance of Healthy Mothers Healthy Babies with fund the increase of 70,797 and return the balance

C. Departmental Fiscal Review: of \$15,970 to the FAA Program.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB 2/14/08
2/13/08 2/11/08 2/14/08

Contract Dev. and Control 2/27/08
2/15/08

B. Legal Sufficiency:

This item complies with current
County policies.

Assistant County Attorney

C. Other Department Review:

Department Director

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

FINANCIAL ASSISTED AGENCIES CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE (Farmworkers Coordinating Council of Palm Beach County, Inc.)

THIS AMENDMENT 01 TO THE FINANCIALLY ASSISTED AGENCY (R2007 1940; November 6, 2007), made and entered into at West Palm Beach, Florida, on this _____ day of _____, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida hereinafter referred to as COUNTY, and Farmworkers Coordinating Council of Palm Beach County, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation entitled to do business in the State of Florida.

WITNESSETH:

WHEREAS, the need exists to amend the CONTRACT to increase the contract amount by \$70,797 for a not-to-exceed total of \$163,750.

NOW, THEREFORE, the above named parties hereby mutually agree that the CONTRACT is hereby amended as follows:

I. So much as Article 3 reads the COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Ninety Thousand, Two Hundred and Forty-Six Dollars (\$90,246), is amended to read One Hundred Sixty Three Thousand, Seven Hundred Fifty Dollars (\$163,750) in accordance with the budget set forth herein as Exhibit "B1" hereof.

II. The existing Exhibit "B" Schedule for Payment and Units of Service is withdrawn in its entirety and a new Exhibit "B1" is substituted in its stead.

OTHER PROVISIONS

All provisions in the CONTRACT or exhibits to the CONTRACT in conflict with this Amendment to the CONTRACT shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with the Amendment are still in effect and are to be performed at the same level as specified in the CONTRACT.

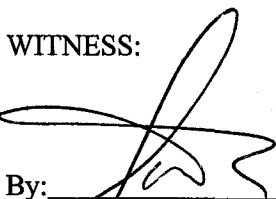
IN WITNESS WHEREOF, the parties hereto have caused this 1 page Amendment to be executed by their officials thereupon duly authorized.

ATTEST:
SHARON R. BOCK

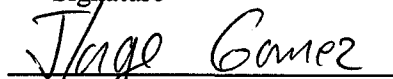
Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

By: 

Signature


Witness Name

59-1830267
AGENCY's Federal ID Number

Reviewed and Approved As to Form
and Legal Sufficiency

By: _____
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

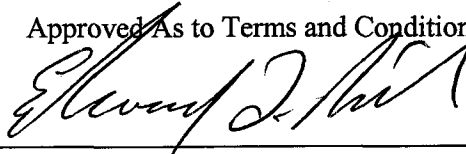
PROVIDER AGENCY:
Farmworkers Coordinating Council of Palm Beach
County, Inc.

By: 

Title: Executive Director

Date: 2/6/08

Approved As to Terms and Conditions



Edward L. Rich, Department Head

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

Agency: Farmworkers Coordinating Council

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
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Service/Program: Family Preservation & Empowerment Program

A unit of service is defined as one hour of service which may include document translation, interpretation services, utility or rent payment services, food voucher services, home visits, direct client services for assessments, referrals and budget development.	126.63	163,750
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TOTAL CONTRACT

163,750

R2007 1946

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the NOV 06 2007 day of 2007, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Healthy Mothers/Healthy Babies Coalition of Palm Beach County, 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 59-2657051.

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 Fifteen Thousand, Six Hundred and Ninety Dollars (\$115,690.00). 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. **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 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:

Cathy Cohn, President, CEO
Healthy Mothers/Healthy Babies
Coalition of Palm Beach County, Inc.
500 Gulfstream Blvd., Suite 201
Delray Beach, FL 33483

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:

R2007 1946
NOV 06 2007

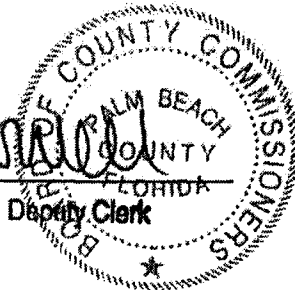
Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY:

Nancy P. Bock
Clerk & Comptroller



BY:

Addie L. Greene
Addie L. Greene, Chairperson

WITNESS:

Heidy Hernandez
Signature

Heidy Hernandez
Name Typed

59-2657051
AGENCY's Federal ID Number

AGENCY:

Healthy Mothers/Healthy Babies
Coalition of Palm Beach County, Inc.

AGENCY's Name Typed

BY:

Cathy Cohn
Signature

Cathy Cohn
AGENCY's Signatory Name Typed

President/CEO
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
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: Healthy Mothers/Healthy Babies of Palm Beach County, Inc.

Health Education and Teen Pregnancy Prevention Program

The agency will promote and ensure the improved health status of pregnant women, children and families by providing access to affordable prenatal care, education in the community and classrooms. To combat these issues, agency offers the Teen Pregnancy Prevention program offered in local middle and high schools and the Community Education Program for women in their child bearing age. Specific services include education in the community and advocacy for maternal and child health care issues, home visitation for pregnant women and their families, childbirth classes and access to lactation support, parenting and or/birth control, immunization monitoring parents pantry for emergency needs, information and referrals. Services will be provided to any pregnant woman in Palm Beach County.

Outcome Indicators:

1. *85% of 2000 women receiving care coordination will demonstrate an increase in knowledge on pregnancy related topics.*
2. *12,500 young adults (1,750 randomly tested) will demonstrate an increase in awareness of the consequences of teen pregnancy and/or methods of birth control.*
3. *95% of 800 live births, of women receiving care coordination, will weigh 5.5lbs or more.*

EXHIBIT B

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

Agency: **Healthy Mothers/Healthy Babies**

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

Service/Program: **Education/Teen Pregnancy Prevention**

A unit of service is defined as one hour and may include student presentations, women's educational sessions on pregnancy, development and delivery of educational mailings, and facilitation of support groups.

57.50

115,690

TOTAL CONTRACT

115,690

R2007 1940

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

NOV 06 2007

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 Farmworkers Coordinating Council of Palm Beach County 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 59-1830267.

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 Ninety Two Thousand, Nine Hundred and Fifty-Three Dollars (\$92,953.00). 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. **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 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:

Manuel Allende, Executive Director
Farmworkers Coordinating Council of Palm Beach County
1010 10th Avenue North, Suite 1
Lake Worth, FL 33460

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:

R2007 1940

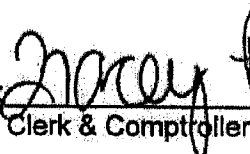
Sharon R. Bock, Clerk & Comptroller

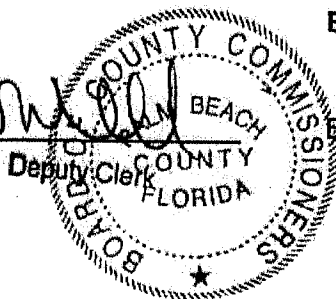
NOV 06 2007

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:


Signature

Jorge Gomez

Name Typed

59-1830267

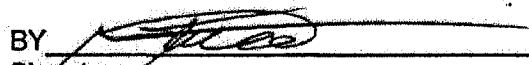
AGENCY's Federal ID Number

AGENCY:

Farmworker Coordinating Council of PBC

AGENCY's Name Typed

BY:


Signature

Manuel Allende

AGENCY's Signatory Name Typed

Executive Director

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:

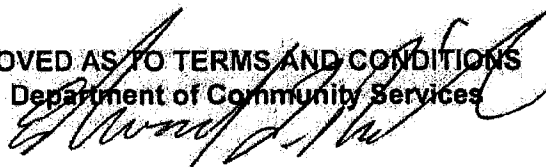

Edward L. Rich, Director

EXHIBIT A

SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT

Agency Name: Farmworker Coordinating Council of Palm Beach County, Inc.

Family Preservation and Empowerment

The Family Preservation and Empowerment program is dedicated to meeting the basic needs of the farmworker family and includes multiples service categories. Emergency services include the provision of clothing, household items like beds, sheets and towels, and cooking utensils, and dried/canned goods, which are available from the FWCC on-site donation centers. Financial assistance with rent, mortgage payments, utilities, food, and medicine is provided to farmworkers who demonstrate an emergency situation and family need. Transportation is provided for medical care and appointments with social service agencies. Outreach workers are bilingual and interpret at appointments when necessary.

Outcome Indicators:

1. *85% of 175 clients will complete family budget.*
2. *90% of 175 clients are linked to social health and economic services.*
3. *85% of 350 clients will receive bus passes or transportation services.*

EXHIBIT B

SERVICE/PROGRAM TO BE PROVIDED FY 2008
FINANCIAL ASSISTANCE CONTRACT

Agency: Farmworker Coordinating Council

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

Service/Program Family Preservation & Empowerment
: Program

A unit of service is defined as one hour of service which may include document translation, interpretation services, utility or rent payment services, food voucher services, home visits, direct client services for assessments, referrals and budget development.

126.63

92,953

TOTAL CONTRACT

92,953

MONTHLY ALLOCATION WORKSHEET

Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008

Reimbursement Month/Date: _____

Account

Number:

2008

Vendor:

October 1, 2007 - September 30, 2008

[illegible]

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.

Date

FROM :

FAX NO. :5615336099

Sep. 26 2007 04:21PM P2/3

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)	
PRODUCER Harvey L. Brown Agency Inc. 64 NE 3th Avenue Delray Beach FL 33483 561-276-0369 / Fax 561-276-9946				09/12/07	
INSURED Farmworker Coordinating Council 1010 10th Avenue North Suite 1 Lake Worth FL 33460				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE				NAIC #	
INSURER A: Scottsdale Ins Co					
INSURER B: Progressive Express Ins Co					
INSURER C: Market American Ins Co					
INSURER D: Travelers Property Casualty					
INSURER E:					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURED LTD. INDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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	CPS0807085	11/20/06	11/20/07	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 50,00 MED EXP (Any one person) \$ 1,00 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02861852-6	01/25/07	01/25/08	COMBINED SINGLE LIMIT (Ex accident) \$ 500,00 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EX EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	OTHER Directors & Officers	ON109792	10/05/06	10/05/07	Limit \$1,000,00
D	Fidelity Bond	103362759	08/14/07	08/14/08	Limit \$ 10,00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
Certificate holder is additional insured on general liability policy					
CERTIFICATE HOLDER			CANCELLATION		
Palm Beach County Board of County Commissioners Development			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		