

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 2010

[X] Consent

[] Regular

[] Public Hearing

Department: Housing and Community Development

Submitted By: Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with McCurdy Senior Housing Corporation in the amount of \$67,252 under the FY 2010-2011 Community Development Block Grant (CDBG) for the period of October 1, 2010 to September 30, 2011.

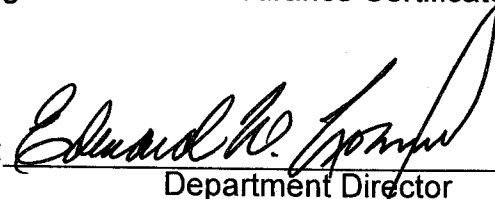
Summary: The FY 2010-2011 Action Plan approved by the Board of County Commissioners on July 20, 2010, (R2010-1156) allocated \$1,356,450 of CDBG funds for the provision of public services, fair housing activities and housing activity delivery costs. McCurdy Senior Housing Corporation will provide a social services program to seventy-five (75) individuals residing at the Quiet Waters facility located in Belle Glade, FL. HCD staff reviewed the agency program budget to ensure no duplication in reimbursement of expenses from other County programs. These are Federal funds that require no local match. (Countywide) (TKF)

Background and Justification: Palm Beach County Housing and Community Development (HCD) receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). On July 20, 2010, the Board of County Commissioners (BCC) approved Document R2010-1156, "Palm Beach County Action Plan: October 2010-September 2011." The Plan contains a listing of the proposed CDBG projects for FY 2010-11, including twenty-two (22) activities involving the provision of public service and activity delivery costs. On October 19, 2010 the BCC approved eighteen (18) agreements that allocated \$997,991 of CDBG funds for public service projects and activity delivery costs. On November 16, 2010 the BCC approved three (3) agreements that allocated \$97,342 for public service projects and \$193,865 for a rehabilitation and demolition project. This is the final agreement to be submitted for funding under the Public Service component of the FY 2010-2011 Action Plan. The CDBG funding being requested for the activity will be used to pay salaries, however, based on HUD's recommendations to HCD, this agreement is written to allow the County to reimburse the agency for the provision of a quantifiable service to eligible beneficiaries.

Attachments:

1. One (1) CDBG Agreement with Insurance Certificates (three original copies)

Recommended By:


Department Director

12/18/2010
Date

Approved By:


Assistant County Administrator

12/14/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|------------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | \$67,252 | | | | |
| External Revenues | (\$67,252) | | | | |
| Program Income | | | | | |
| In-Kind Match (County) | - 0 - | | | | |
| NET FISCAL IMPACT | - 0 - | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included In Current Budget? Yes X No


Budget Account #: Fund 1101 Dept 143 Unit 1431 Object 8201

Program Code/Program Period BG126/GY10

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

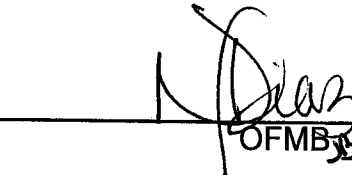
Approval of this agenda item will appropriate \$67,252 of Community Development Block Grant Funds to one (1) non-profit agency for a Countywide activity.

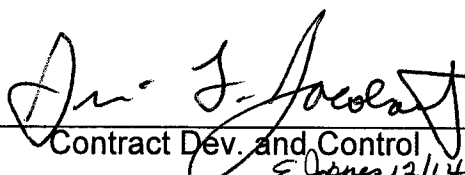
C. Departmental Fiscal Review:

 12-8-10
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 12/14/2010
OFMB
12/13
12/10/10

 12/14/10
Contract Dev. and Control
E. Jones 12/14/10

B. Legal Sufficiency:

 12/15/10
Senior Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
McCURDY SENIOR HOUSING CORPORATION**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **McCURDY SENIOR HOUSING CORPORATION**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **306 SW 10th Street, Belle Glade, FL 33430** and its Federal Tax Identification Number as **56-2423539**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2010-11 Action Plan, and **McCURDY SENIOR HOUSING CORPORATION** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **McCURDY SENIOR HOUSING CORPORATION** to implement such undertakings of the Community Development Block Grant Program.

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

PART I

DEFINITION AND PURPOSE

1. **Definitions:**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means **McCURDY SENIOR HOUSING CORPORATION**
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. **Purpose:**

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At

least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

PART II

SCOPE OF SERVICES

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

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **Sixty Seven Thousand Two Hundred Fifty Two Dollars (\$67,252)** for the period of **October 1, 2010** through **September 30, 2011**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-10-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by **September 30, 2011**.

3. Method of Payment

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

Requests by the Agency for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. Proof of

payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions on Which Payment is Contingent

(1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB

Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

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

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

(7) Prior Written Approvals - Summary

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

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

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. Opportunities for Residents and Civil Rights Compliance

The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/-women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons or persons presumed to be low/moderate income. All beneficiaries of this agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Part III, Paragraph 1 of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. Uniform Administrative Requirements

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

5. Evaluation and Monitoring

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide

information as requested by HCD to enable HCD to complete reports required by the County or U.S. HUD. The Agency shall allow HCD, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

6. Audits and Inspections

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

7. Reversion of Assets

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 until five years after expiration of the agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. Data Becomes County Property

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

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

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection, and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance No. 2009-049, as may be amended.

9. Indemnification

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

10. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General

Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

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

(4) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o H.C.D.
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

(6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

11. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. Conflict of Interest

The Agency shall comply with 24 CFR 570.611 which requires at a minimum that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD.

13. Citizen Participation

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

14. Recognition

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

15. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance

- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85.
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors
- (14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

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

16. Termination and Suspension

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(1) Termination for Cause

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

(2) Termination for Convenience

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

(3) Termination Due to Cessation

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon

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

17. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. Amendments

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

19. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

20. Independent Agent and Employees

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

21. No Forfeiture

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

22. Public Entity Crimes

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

23. Palm Beach County Office of the Inspector General

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County agreements, contracts, transactions, accounts, and records. All parties doing business with the County and receiving County funds, including the

Agency/Municipality, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency/Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

McCURDY SENIOR HOUSING CORPORATION

24. Counterparts of this Agreement

This Agreement, consisting of twenty-two (22) enumerated pages including the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

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

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

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

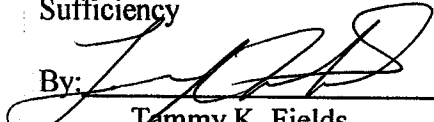
BOARD OF COUNTY COMMISSIONERS

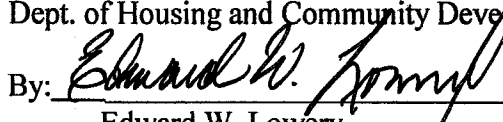
By: _____
Deputy Clerk

By: ~~Karen T. Marcus, Chair~~
Burt Aaronson, Chair

Approved as to Form and Legal
Sufficiency

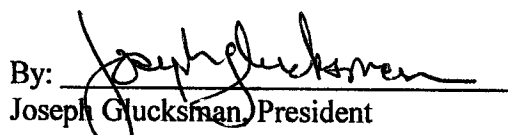
Approved as to Terms and Conditions
Dept. of Housing and Community Development


By: 
Tammy K. Fields
Senior Assistant County Attorney

By: 
Edward W. Lowery
Director

(COUNTY SEAL)

McCurdy Senior Housing Corporation, a Florida corporation

By: 
Joseph Glucksmann, President

By: 
James Lakatos, Secretary

(CORPORATE SEAL)



EXHIBIT A

WORK PROGRAM NARRATIVE
McCURDY SENIOR HOUSING CORPORATION

I. The Agency agrees to:

- A. Operate a social service program at the Quiet Waters facility located at 360 SW 10th Street, Belle Glade, FL 33430. During the term of this Agreement, the Agency will provide the following services to **seventy-five (75)** individuals monthly (**eighty (80)** unduplicated individuals annually):
1. Resident Services Program that includes the following: Provision of case management services aimed at providing: information on crisis problem solving; individual and family needs assessment; and information and referral to community resources; and
 2. Daily and Resident Activities which consist of supervised therapeutic and structured social activities.
- The clients' ability to return to self sufficiency should be monitored and the results documented.

Individuals counted as served under any of the activities listed above shall not be already served through this activity under any of the Agency's existing agreements with Palm Beach County. In order to be eligible for reimbursement by the County, an individual should participate (at a minimum) in at least one activity covered under this agreement for no less than three (3) days during the week.

- B. Maintain and submit to HCD with each request for reimbursement a monthly average daily roster of households served in a format described in Exhibit "C".
- C. Provide service exclusively to current residents of Palm Beach County and ensure that at least fifty-one percent (51%) of beneficiaries assisted under this Agreement reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.
- D. Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income. Low and moderate income status may be proved through income certification unless the beneficiaries of the program are classified as a presumed low and moderate income population: abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" in the Bureau of Census's Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Client income eligibility determination, may include, but is not limited to: third-party verification of income such as the prior year income tax forms, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing assistance, etc). All authentic (original) documents must be maintained in client files.

For purposes of this agreement, the term "homeless family with children" is defined under 24 CFR 91.5 as the following: A family composed of the following types of homeless persons: at least one parent or guardian and one child under the age of 18; a pregnant woman; or a person in the process of securing legal custody of a person under the age of 18. For the purposes of this agreement, the term "homeless", "homeless individuals", and "homeless person" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as the following:

1. an individual or family who lacks a fixed, regular, and adequate nighttime residence;
2. an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus

- or train station, airport, or camping ground;
3. an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
 4. an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
 5. an individual or family who—
 - a. will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
 - i. a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
 - ii. the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
 - iii. credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
 - b. has no subsequent residence identified; and
 - c. lacks the resources or support networks needed to obtain other permanent housing; and
 6. unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
 - a. have experienced a long term period without living independently in permanent housing,
 - b. have experienced persistent instability as measured by frequent moves over such period, and
 - c. can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

For all assistance offered to the severely disabled, persons eligible for reimbursement under this Agreement must meet the Bureau of Census definition of severely disabled. Persons are considered severely disabled if they:

1. use a wheelchair or another special aid for 6 months or longer;
2. are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking), needed assistance with activities of daily living (getting around inside the home, getting in and out of bed or a chair; bathing, dressing, eating, and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
3. are prevented from working at a job or doing housework;
4. have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
5. are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Proof of disability status under this definition must be maintained in the client's program files be made available for monitoring purposes. Proof of disability documentation may include, but not limited to, assessments, evaluations, or statements from an appropriate practitioner or agency (e.g. Social Security Administration, Veterans Administration. At no time shall HCD inquire about the nature or extent of a person's disability, nor inquire about a person's diagnosis or details of treatment for said disability or medical condition.

- E. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D) and Detailed Narrative Report (Exhibit E). The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
 - F. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
 - G. Attest to the accurate completion of Exhibit F to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit F.
 - H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
 - I. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
 - J. Provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug Free Workplace Act of 1988.
- II. The County agrees to:
- A. Reimburse the agency on a monthly basis for services provided to each client. The rate at which reimbursement will be made is shown at (B) below. The total reimbursement amount is not to exceed a maximum of **\$67,252**.
 - B. Provide reimbursement to the Agency for provision of daily activities and resident assistance to **seventy-five (75)** individuals per month (up to **eighty (80)** unduplicated persons over the term of this agreement). The agency will be reimbursed at a rate of **\$17.24 per week** for each individual served.
 - C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
 - D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
 - E. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Edward W. Lowery, Director
Housing and Community Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Name of Subrecipient:
Address:
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2010-

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

Approved for Submission

McCURDY SENIOR HOUSING CORPORATION

EXHIBIT C
CLIENT DAILY RECORD

Page _____ of _____

Monthly Average Daily Occupancy: _____

[illegible]

The following section is to be completed only on the last page of the Client Daily Record

[illegible]

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HCD. I further acknowledge that all information herein is subject to verification by HCD, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

McCURDY SENIOR HOUSING CORPORATION

EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: _____ Agreement: R2010 - _____ Month/Year Reported: _____

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

Revised August 2007; Previous editions are obsolete. * These totals must agree. ** These totals must agree with each other and be consistent with any previously submitted figures.

EXHIBIT E

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R2010-_____ **Month Covered:** _____

Agency: _____

Address: _____

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

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

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

McCURDY SENIOR HOUSING CORPORATION

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

| | | | | | | | | | | | | | | | |
|--|------------------------|---------------|--------------------|--------------|--------------------|---|--------------------|-------------|--------------------|-------------------------|--------------------|----------------------|--------------------|--------------------------------|----------|
| ORGANIZATION: McCurdy Senior Housing Corporation | | | | | | CONTACT NAME: Joseph Glucksman | | | | | | | | | |
| PROGRAM: Social Services Program | | | | | | TITLE: President | | | | | | | | | |
| FY 2010-11 PALM BEACH COUNTY CDBG | | | | | | PHONE: 561-996-7040 (office)/ 722-6083 (cell) | | | | | | | | | |
| A. PERSONNEL EXPENSES | | | | | | | | | | | | | | | |
| Salaries: | | | | | | | | | | | | | | | |
| | FTE | Annual Salary | % Alloc to Program | CDBG Funding | % Alloc to Program | ESGP Funding | % Alloc to Program | FAA Funding | % Alloc to Program | Indirect County Funding | % Alloc to Program | Other Funding (MSHC) | % Alloc to Program | Other Funding (Please Specify) | Total |
| Case Worker 1 | 1 | \$37,440 | 100 | \$37,440 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$37,440 |
| Case Worker 2 | 0.5 | \$17,680 | 100 | \$17,680 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$17,680 |
| (Position) | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| (Position) | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| (Position) | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| (Position) | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| | 1.5 | \$55,120 | | \$55,120 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$55,120 |
| Fringe Benefits: | | | | | | | | | | | | | | | |
| Social Security | 6.20% | \$0 | | \$3,417 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$3,417 |
| Medicare | 1.45% | \$0 | | \$800 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$800 |
| SUTA | 2.70% | \$0 | | \$1,488 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$1,488 |
| | | | | \$5,705 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$5,705 |
| Sub-Total Personnel | | | | \$60,825 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$60,825 |
| B. OPERATING COSTS | | | | | | | | | | | | | | | |
| 1 Professional Fees | | | | | | | | | | | | | | | |
| Audit Fees | | | | \$0 | | \$0 | | \$0 | | \$0 | | \$7,000 | | \$0 | \$7,000 |
| Payroll Prep | 79.82/period | | 100 | \$2,075 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$2,075 |
| Other | | | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| 2 Insurance | professional liability | | | \$0 | | \$0 | | \$0 | | \$0 | | \$5,316 | | \$0 | \$5,316 |
| 3 Supplies | Office & Activities | | 100 | \$4,352 | 100 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | \$4,352 |
| 4 Communications/Postage/Shipping | | | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| 5 Occupancy | | | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| 6 Resident Meals | 3.10/meal | | 100 | 0 | 0 | 0 | 0 | 0 | 0 | 105,230 | 100 | 0 | 0 | 0 | 105230 |
| Subtotal Operating Costs | | | | \$6,427 | | \$0 | | \$0 | | \$105,230 | | \$12,316 | | \$0 | \$6,427 |
| C. ADMINISTRATIVE COSTS | | | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| TOTAL PROGRAM BUDGET | | | | \$67,252 | | \$0 | | \$0 | | \$105,230 | | \$0 | | \$0 | \$67,252 |



CERTIFICATE OF LIABILITY INSURANCE

OP ID MH

DATE (MM/DD/YYYY)

11/12/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Peoples First Insurance Services, LLC 1002 W. 23rd. St., SU 130 Panama City FL 32405 Phone: 850-770-7047 Fax: 850-770-7126 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ROYA-15 |
| INSURED McCurdy Center Ltd. McCurdy Senior Housing Corp 306 SW 10th St Belle Glade FL 33430 | INSURER(S) AFFORDING COVERAGE INSURER A: Navigators INSURER B: NATIONAL UNION FIRE INSURANCE INSURER C: U.S. Fire Insurance Company INSURER D: INSURER E: INSURER F: NAIC # 01835 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> 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 | | X | CE10CGL011208IC | 04/01/10 | 04/01/11 | EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 1000000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CE10CGL011208IC CE10CGL011208IC | 04/01/10 04/01/10 | 04/01/11 04/01/11 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | BE016114309 | 04/01/10 | 04/01/11 | EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | CRIME | | | 017083713 | 04/01/10 | 04/01/11 | EMP THEFT 2000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED READS AS FOLLOWS: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEES AND AGENTS/POLICY CONTAINS WAIVER OF SUBROGATION/30 DAY WRITTEN NOTICE OF CANCELLATION / 10 DAY NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
C/O HCD
100 AUSTRALIAN AVE, STE 500
WEST PALM BEACH FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

OP ID MH

DATE (MM/DD/YYYY)
10/19/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Peoples First Insurance Services, LLC 1002 W. 23rd. St., SU 130 Panama City FL 32405 Phone: 850-770-7047 Fax: 850-770-7126 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MCCUR-1 |
| INSURED McCurdy Center Ltd. / RAM McCurdy Senior Housing Corp 1666 Kennedy Causeway #505 North Bay Village FL 33141 | INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROF LIABILITY | | | A94987008/263 | 08/25/10 | 08/25/11 | PROF LIAB 500,000 DED 2,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED READS AS FOLLOWS: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEES AND AGENTS / POLICY CONTAINS WAIVER OF SUBROGATION / 30 DAY WRITTEN NOTICE OF CANCELLATION / 10 DAY NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS
C/O HCD
100 AUSTRALIAN AVE, STE 500
WEST PALM BEACH FL 33406

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ACORD 25 (2009/09)

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