

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 3, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Department of Housing and Economic Sustainability**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: 12 Agreements under the Fiscal Year 2017-2018 Community Development Block Grant (CDBG) Program totaling \$218,310 to 12 non-profit agencies, in the amounts indicated below, for the period of October 1, 2017 to September 30, 2018:

- A) Aid to Victims of Domestic Abuse, Inc. in the amount of \$20,640 for transitional housing and supportive services;
- B) The Children's Home Society of Florida in the amount of \$19,122 for transitional housing and services to homeless pregnant or parenting teen mothers;
- C) The Children's Place at Home Safe, Inc. in the amount of \$14,524 for specialized and enhanced therapeutic care for abused teens;
- D) The Coalition for Independent Living Options, Inc. in the amount of \$18,448 for prepared meals to disabled individuals;
- E) Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc. in the amount of \$7,961 for assistance to uninsured low income pregnant women and their families in order to access health care, to secure payer sources and other services for prenatal care;
- F) Legal Aid Society of Palm Beach County, Inc. in the amount of \$47,703 for fair housing education, outreach, advocacy and enforcement activities;
- G) Place of Hope, Inc. in the amount of \$12,770 for housing and case management services to abused children;
- H) Redlands Christian Migrant Association, Inc. in the amount of \$11,462 for child care and development services in the Glades area;
- I) Seagull Industries for the Disabled, Inc. in the amount of \$24,780 for vocational training and supervision for disabled adults;
- J) Sickie Cell Foundation of Palm Beach County, Inc. in the amount of \$14,518 for comprehensive case management services;
- K) Urban League of Palm Beach County, Inc. in the amount of \$15,359 for foreclosure mitigation counseling, homebuyer education classes, and pre-purchase homebuyer counseling services; and
- L) Vita Nova, Inc. in the amount of \$11,023 for supportive housing and life skills training for youths who have aged out of foster care.

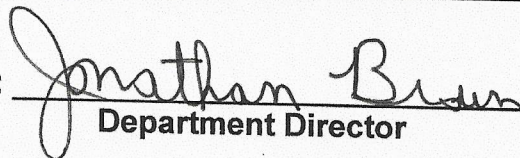
Summary: (Continued on Page 3)

Background and Justification: (Continued on Page 3)

Attachment(s):

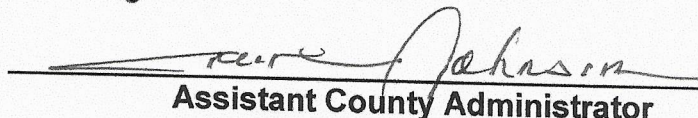
- 1. Summary of Agreements/Scope of Services
- 2. 12 Agreements as listed in A through L above

Recommended By:


Department Director

9/19/17
Date

Approved By:


Assistant County Administrator

10/2/17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$218,310				
External Revenues	(\$218,310)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No

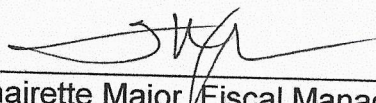
Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201/8101 Program Code/Period various-GY17

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

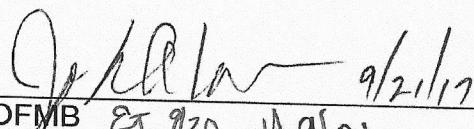
	Agency	Revenues	Expenses
A	Aid to Victims of Domestic Abuse, Inc.	\$20,640	\$20,640
B	Children's Home Society of Florida	\$19,122	\$19,122
C	Children's Place at Home Safe, Inc.	\$14,524	\$14,524
D	Coalition for Independent Living Options, Inc.	\$18,448	\$18,448
E	Healthy Mothers/ Healthy Babies Coalition of PBC, Inc.	\$7,961	\$7,961
F	Legal Aid Society of Palm Beach County, Inc.	\$47,703	\$47,703
G	Place of Hope, Inc.	\$12,770	\$12,770
H	Redlands Christian Migrant Association, Inc.	\$11,462	\$11,462
I	Seagull Industries for the Disabled, Inc.	\$24,780	\$24,780
J	Sickle Cell Foundation of Palm Beach County, Inc.	\$14,518	\$14,518
K	Urban League of Palm Beach County, Inc.	\$15,359	\$15,359
L	Vita Nova, Inc.	\$11,023	\$11,023
Totals:		\$218,310	\$218,310

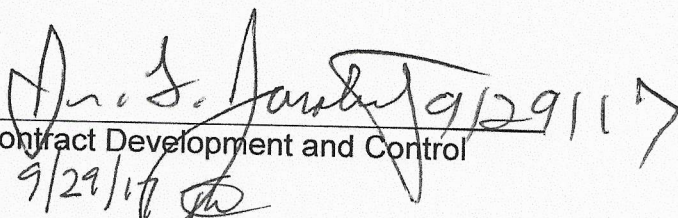
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II

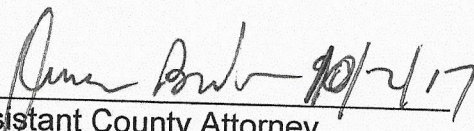
III. REVIEW COMMENTS

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


OFMB 2x 9/20 9/21


Contract Development and Control
9/29/17

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Summary: (Continued from Page 1)

On July 11, 2017 (R2017-0941), the Board of County Commissioners (BCC) approved the Palm Beach County Action Plan for Fiscal Year 2017-2018, which included \$218,310 in CDBG funds to the 12 non-profit agencies to provide the various public services. Employees from several of the agencies serve on a County-related advisory group.

Kimberly Rommel-Enright and Vicki Krusel, employees of Legal Aid Society of Palm Beach County, Inc., serve on the HIV CARE Council, a County Advisory Board. Patrick J. Franklin, an employee of the Urban League of Palm Beach County, Inc., serves on the Discover the Palm Beaches, Inc. Board of Directors and the Infrastructure Surtax Independent Citizen Oversight Committee. Olga L. Sierra, an employee of Vita Nova, Inc., serves on the Palm Beach County HIV Care Council. These boards provide no regulation, oversight, management, or policy-setting recommendations regarding the agency contracts listed above. Disclosure of these contractual relationships at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. **These are Federal CDBG funds which require no local match.** Countywide (JB)

Background and Justification: (Continued from Page 1)

The Department of Housing and Economic Sustainability receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). HUD's regulations limit the amount of funds that may be allocated to public service activities to no more than 15% of the total CDBG allocation. For Fiscal Year 2017-2018, the amount allocated for public services was \$873,246 or 15% of the total CDBG allocation. Of this amount, the BCC directed that 75%, or \$654,934, of the eligible public service allocation, be used to fund the Senator Philip D. Lewis Center (\$554,934) and the County's Family Emergency Shelter (\$100,000), and that the remaining 25%, or \$218,310, be awarded, via a competitive process, to non-profit agencies to carry out public service activities. At the April 25, 2017, meeting, the BCC directed that subrecipients who were awarded CDBG funding in Fiscal Year 2016-2017 to undertake public service activities should again be awarded funding in Fiscal Year 2017-2018 to carry out the same activities and that the allocation to each subrecipient be the same proportion of funds awarded in Fiscal Year 2016-2017. A summary of the agencies receiving funding with a description of the activities to be undertaken is attached.

Summary of Agreements/Scope of Services

- A. Aid to Victims of Domestic Abuse, Inc. - \$20,640 for transitional housing and supportive services to 32 unduplicated persons on an annual basis.
- B. The Children's Home Society of Florida - \$19,122 for transitional housing and services at Transitions House to benefit nine (9) households annually.
- C. The Children's Place at Home Safe, Inc. - \$14,524 for specialized and enhanced therapeutic care for up to 18 clients (teens aged 12 to 17) on a daily basis and up to 32 unduplicated clients on an annual basis.
- D. The Coalition for Independent Living Options, Inc. - \$18,448 for prepared meals for up to 31 unduplicated disabled individuals.
- E. Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc. - \$7,961 for assistance to up to 300 unduplicated low income uninsured pregnant women.
- F. Legal Aid Society of Palm Beach County, Inc. - \$47,703 for fair housing enforcement education and outreach activities in Palm Beach County through the Agency's Fair Housing Project. Specifically, a minimum of 28 unduplicated individuals will be provided with enforcement or counseling services and a minimum of five (5) education and outreach events will be conducted.
- G. Place of Hope, Inc. - \$12,770 for housing and case management services to abused and/or neglected children. Services shall be provided to 27 abused and/or neglected children monthly, and to 38 unduplicated children on an annual basis.
- H. Redlands Christian Migrant Association, Inc. - \$11,462 for child development services to children of migrant farm worker families to up to 40 children monthly, and up to 60 unduplicated children on an annual basis at its child development center located at 20 Carver Street, Belle Glade.
- I. Seagull Industries for the Disabled, Inc. - \$24,780 for educational and vocational training and supervision to 95 unduplicated disabled adults annually in a sheltered workshop at its Seagull Achievement Center (an adult day rehabilitation facility), located at 3879 Byron Drive, West Palm Beach.
- J. Sickie Cell Foundation of Palm Beach County, Inc. - \$14,518 for comprehensive case management services through its Glades Area Project to 46 unduplicated individuals who have Sickie Cell disease or Sickie Cell Trait and to members of their families.
- K. Urban League of Palm Beach County, Inc. - \$15,359 for homebuyer education classes, and pre-purchase homebuyer counseling services through the Comprehensive Housing Counseling Program to 71 households.
- L. Vita Nova, Inc. - \$11,023 for supportive housing and life skills training services to 25 unduplicated homeless youths annually, from ages 18 to 25, who have aged out of the foster care system.

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
AID TO VICTIMS OF DOMESTIC ABUSE, INC.**

THIS AGREEMENT entered into on _____, 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 **Aid to Victims of Domestic Abuse, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **P.O. Box 6161, Delray Beach, FL 33482-6161** and its Federal Tax Identification Number as **59-2486620**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program 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 has made **\$20,640** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2017-2018 Action Plan, and **Aid to Victims of Domestic Abuse, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

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

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Aid to Victims of Domestic Abuse, Inc**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Section 5 of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide transitional housing and supportive services to victims of domestic abuse and their children. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY THOUSAND SIX HUNDRED and FORTY DOLLARS (\$20,640)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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, 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200.501 through 200.507. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provision of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200 and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) ADDITIONAL INSURED

The Agency agrees 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 Economic Sustainability".**

The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE(S) OF INSURANCE Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal

thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage :

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR Part 200;
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job HEScriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Aid to Victims of Domestic Abuse, Inc.
P.O. Box 6161
Delray Beach, FL 33482-6161
Attn: Pam O'Brien, President/CEO

COUNTY:

Jonathan Brown, Executive Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the

Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-one (21) 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.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

By: Tami Babij Board Chair
Tami Babij, Board Chair

By: Pamela O'Brien Pres. & CEO
Pamela O'Brien, President/CEO

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal
Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide housing and supportive services to homeless victims of domestic abuse and their children through the Casa Vegso Traditional Housing Program at its facility whose location is confidential.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds shall be used for partial operational costs of the Casa Vegso Transitional Housing Program and include the following: partial salary and FICA for one case worker, payroll services, office supplies, building maintenance, ground maintenance, water/sewer, electric and waste management services.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to thirty-two (32) unduplicated persons on an annual basis and nineteen (19) clients on a monthly basis. At least fifty-one percent (51%) of the beneficiaries of the Agency's services in connection with this Agreement shall be Low- and Moderate-Income Persons (confirmed through income verification) or victims of domestic abuse. The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are either Low and Moderate Income persons or victims of domestic abuse. The Agency shall provide written verification to HES upon HES's request.

For the purposes of this Agreement, low and moderate income status shall be demonstrated by the Agency through income determination of households served. Income eligibility determination of households served, may include, but is not limited to: third-party verification of income such as the prior year's income tax return, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing, etc.). Each determination must have the income limits applied and point of time when the benefit was determined.

In order to prove domestic abuse (that is, where an individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening situations that relate to violence against the individual or family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary residence), the following documentation must be placed in the client's file: referral from a state agency or shelter confirming the occurrence of domestic violence, documentation or statement from the police department, or a verifiable report from the victim. All authentic (original) documents must be maintained in the client files.

(E) DOMESTIC VIOLENCE/ABUSE SERVICES

Maintain and follow written intake procedures to ensure compliance with the domestic violence/abuse definitions as described in Exhibit "A", Section D of this Agreement. The procedures must include documentation at intake of the evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:

Acceptable evidence of individuals or families fleeing domestic abuse:

- Oral statement by the individual or head of household seeking assistance written observation by the intake worker, or written referral by a housing or service provider, social worker, hospital, or the police. If an oral statement is used, it must be documented by either self-certification or a certification by the intake worker.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$9,288** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice and letterhead stationery provided as Exhibit "B" attached hereto which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record provided as Exhibit "C" attached hereto shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(I) **REPORTS**

The Agency shall submit the following reports to HES:

1. **Direct Benefit Activities Form:** This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. **Monthly Performance Report:** This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

(J) **CLIENT MANAGEMENT INFORMATION SYSTEM**

As a precondition to receiving funding hereunder, the Agency shall participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency shall, within ten (10) days of entering into this Agreement make arrangement through HES to obtain access to CMIS, and shall on a continuous basis during the term of this Agreement enter all information required by CMIS into such system as relates to the Agency's activities undertaken in connection with this Agreement. Failure of the Agency to do so may be regarded by the County as basis for the termination of this Agreement.

Note: Service providers to victims of domestic abuse are required to participate in CMIS to the extent permitted by law.

2. **THE COUNTY AGREES TO:**

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$20,640**. The reimbursement rate to provide transitional shelter and supportive services shall be **\$4.00 per person per day**. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Aid to Victims of Domestic Abuse
P.O. Box 6161
Delray Beach, FL 33482

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R**_____ - _____

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

Approved for Submission

Date

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Sub-Recipient/Program Name: Aid to Victims of Domestic Abuse

Agreement: R_____ - _____

Month/Year Reported: _____

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

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Aid to Victims of Domestic Abuse, Inc.

Address: P.O. Box 6161, Delray Beach, FL 33482

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "F"

ORGANIZATION: <u>Aid to Victims of Domestic Abuse</u>						CONTACT NAME: Pam O'Brien									
PROGRAM: <u>CDBG</u>						TITLE: President and CEO									
FY 2017-2018 PALM BEACH COUNTY AGREEMENT						CONTACT INFO: <u>pobrien@avda-fl.com</u> 561-285-3797									
A. PERSONNEL EXPENSES															
Salaries:															
	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>School Board</u>	<u>% Alloc to Program</u>	<u>Meikald Waiver</u>	<u>% Alloc to Program</u>	<u>Town PB United Way</u>	<u>Total</u>
Transitional Housing Family Advocate (THFA)	1	\$31,812	100%	\$6,420	30%	\$0		\$0		\$0		\$0		\$0	\$6,420
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:															
THFA Health/Life/STD/LTD				\$1,039	5%	\$0		\$0		\$0		\$0		\$0	\$1,039
THFA payroll taxes				\$540	3%	\$0		\$0		\$0		\$0		\$0	\$540
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
B. OPERATING COSTS															
1 Professional Fees															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Payroll Srv				\$112	1%	\$0		\$0		\$0		\$0		\$0	\$112
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies															
				\$1,800	9%	\$0		\$0		\$0		\$0		\$0	\$1,800
4 Communications/Postage/Shipping															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy															
				\$10,729	48%	\$0		\$0		\$0		\$0		\$0	\$10,729
Other: All occupancy, repairs, insurance, supplies, professional fees and other salaries are funded by other sources.															
Subtotal Operating Costs															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$20,640	100%	\$0		\$0		\$0		\$0		\$0	\$20,640

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CHILDREN'S HOME SOCIETY OF FLORIDA

THIS AGREEMENT entered into on _____, 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 **Children's Home Society of Florida**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its local office at **3333 Forest Hill Boulevard, West Palm Beach, FL** and its Federal Tax Identification Number as **59-0192430**.

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 CDBG Program 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** has made \$19,122 in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Children's Home Society of Florida**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Children's Home Society of Florida**, to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Children's Home Society of Florida**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide transitional housing and services to homeless, pregnant parenting mothers. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefiting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **NINETEEN THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$19,122)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES.

No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HES Director or designee within forty-five (45) days of said official notification.

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provision of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will provide technical assistance to the Agency, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG regulations 24 CFR 570.502.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE: Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Children's Home Society of Florida
3333 Forest Hill Boulevard
West Palm Beach, FL 33406
Attn: Julie Demar, Ex. Director

COUNTY:

Jonathan Brown, Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-three (23) 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.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

THE CHILDREN'S HOME SOCIETY OF FLORIDA

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

(AGENCY SEAL)

CHILDREN'S HOME SOCIETY OF FLORIDA

By: Steven Jerauld
Steven Jerauld, Board Member

By: Julie Demar
Julie Demar, Executive Director

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: Paulette Burdick
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

Z:\CDBG\PUBLIC SERVICES\FY 17-18\Children's Home Society\Children's Home Soc_FY 17-18_Agreement.docx

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide transitional housing and services to homeless pregnant or parenting mothers from sixteen (16) to twenty-one (21) years old. Services to be provided include: educational or job training; parenting and money management skill building; health care; counseling; on-site child care; case management; and transportation. Transitional housing and services shall be provided from the Agency's Transitions Home Program, located at 3333 Forest Hill Boulevard, West Palm Beach, Florida.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds shall be used for operational costs for Transitions HOME and included the following: Staff Salaries and Benefits, Professional Fees and Operating Costs.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to nine (9) unduplicated households annually. An average of six (6) households will be served each month. A family is defined as a pregnant teen or a teen mother and her baby. At least fifty-one percent (51%) beneficiaries of the Agency's services in connection with this Agreement shall be Low- and Moderate-Income Persons. For the purpose of this Agreement, low and moderate income status may be proven if these beneficiaries are homeless.

The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are "homeless". Upon HES' request, the Agency shall provide such written verification. For the purposes of this Agreement, "homeless", "homeless individuals", and "homeless persons" 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 and is:
 - 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;

- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals); or
 - An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in a shelter or place not meant for human habitation immediately before entering the institution;
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
- The primary nighttime residence will be lost within fourteen (14) days of the application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - Have not had a lease, ownership interest, or occupancy agreement in permanent housing and any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
 - Have experienced persistent instability as measured by two moves or more during the sixty (60) day period immediately preceding the date of application for homeless assistance; and
 - 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 (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
4. Any individual or family who:
- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary residence;
 - Has no other residence; and
 - Lacks the resources or support networks, e.g. family, friends, faith-based or other social networks, to obtain other permanent housing.

(E) HOMELESS SERVICES

Maintain and follow written intake procedures to ensure compliance with the "homeless" as defined in Section 1 (D) of Exhibit "A", of this Agreement. The procedures must include documentation at intake of the evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:

1. Acceptable evidence of homelessness of an individual or family:
 - Certification by the individual or head of household seeking assistance;
 - Written observation by an outreach worker of the conditions where the individual or family was living; or
 - A written referral by another housing or service provider.

2. Acceptable evidence that a person resided in a shelter facility or is exiting an institution where he resided for ninety (90) days or less:
 - Any one of the three documents described above; and
 - A written referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time the individual resided in the institution.
3. Acceptable evidence that a person or family will imminently lose their housing must include one of the following:
 - A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days;
 - For individuals or families leaving a hotel room not paid by Federal, State or Local government resources, evidence that individual or family lacks the resources necessary to reside there for fourteen (14) days; or
 - An oral statement by the individual or head of household seeking assistance that the owner or renter of the housing in which they are residing will not allow them to stay for more than fourteen (14) days. This statement must be documented and verified; and
 - Certification by the individual or head of household seeking assistance that no subsequent residence has been identified; and
 - Self-certification or other written documentation that the individual or family lacks the financial resources and support networks needed to obtain permanent housing.
4. Acceptable evidence of homelessness for unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless:
 - Certification by the individual or head of household seeking assistance; written observation by an outreach worker of the conditions where the individual or family was living; or referral by another housing or service provider;
 - Certification by the individual or head of household seeking assistance and any supporting documentation that the individual or family has moved two or more times during the sixty (60) day period immediately before applying for assistance; and
 - Written diagnosis from appropriate licensed professional or an intake observation of disability that is to be confirmed within forty-five (45) days of the application for assistance by and appropriate professional.
5. Acceptable evidence of homelessness for individuals or families fleeing domestic abuse:
 - Oral statement by the individual or head of household seeking assistance written observation by the intake worker, or written referral by a housing or service provider, social worker, hospital, or the police. If an oral statement is used, it must be documented by either self-certification or a certification by the intake worker.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$8,604.90** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(I) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

(J) CLIENT MANAGEMENT INFORMATION SYSTEM

As a precondition to receiving funding hereunder, the Agency shall participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency shall, within ten (10) days of entering into this Agreement, make arrangements through HES to obtain access to CMIS, and shall on a continuous basis during the term of this Agreement enter all information required by CMIS into such system as relates to the Agency's activities undertaken in connection with this Agreement. Failure of the Agency to do so may be regarded by the County as basis for the termination of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency on a **monthly basis** for services provided to each family at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$19,122** and the reimbursement rate shall not exceed **\$61.29** per week for each family assisted. The Agency may be reimbursed for each family served during the week of the family's arrival at, or departure from, the Agency's facility, if the family resides at and receives services at the facility for at least three (3) days during its arrival or departure week. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B)** Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C)** Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: The Children's Home Society of Florida
3333 Forest Hill Blvd
West Palm Beach, FL 33406

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT - R_____ - _____

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

Approved for Submission

Date

EXHIBIT "C"

CLIENT DAILY RECORD

Period covered by this reimbursement request _____

Page of [illegible]

Number of families for which reimbursement is being sought
requested \$ _____

Reimbursement rate per family \$ _____

Total amount of Reimbursement

Transitional housing and life skills, self-sufficiency and parenting services at a rate of \$60.70 per week for each family assisted.

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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: The Children's Home Society of Florida

Address: 3333 Forest Hill Blvd., West Palm Beach FL 33406

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN
OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: The Children's Home Society of Florida, Inc.				CONTACT NAME: James Oliver											
PROGRAM: Transitions				TITLE: Budget and Contract Analyst											
FY 2017-2018 PALM BEACH COUNTY CDBG				PHONE: 321/397-3072											
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 (Grants)	% Alloc to Program	Other Funding (State and Federal)	Total
Grant Writer	0.25	\$51,884		\$570		\$0		\$1,084		\$1,758		\$809		\$8,750	\$12,971
Res. Prog Mgr.	1	\$47,294		\$2,078		\$0		\$3,952		\$6,410		\$2,950		\$31,903	\$47,293
Youth/Child Care	11	\$114,070		\$6,330		\$0		\$12,040		\$19,527		\$8,988		\$97,185	\$144,070
	12.25	\$213,248		\$8,978		\$0		\$17,076		\$27,695		\$12,747		\$137,838	\$204,334
Fringe Benefits:															
Payroll Taxes				\$832		\$0		\$1,583		\$2,587		\$1,181		\$12,774	\$18,937
Fringe Benefits				\$1,379		\$0		\$2,624		\$4,258		\$1,959		\$21,180	\$31,398
				\$2,211		\$0		\$4,207		\$6,823		\$3,140		\$33,954	\$50,335
Sub-Total Personnel				\$11,189		\$0		\$21,283		\$34,518		\$15,887		\$171,792	\$254,689
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees															
				\$151		\$0		\$288		\$467		\$215		\$2,323	\$3,444
2 Insurance															
				\$549		\$0		\$1,044		\$1,693		\$779		\$8,427	\$12,482
3 Supplies															
				\$30		\$0		\$58		\$91		\$42		\$453	\$672
4 Communications/Postage/Shipping															
				\$157		\$0		\$299		\$417		\$223		\$2,410	\$3,506
5 Occupancy															
				\$3,129		\$14,889		\$5,952		\$9,853		\$4,443		\$48,040	\$88,106
6 Equipment															
				\$37		\$0		\$71		\$115		\$53		\$575	\$851
7 Travel															
				\$37		\$0		\$70		\$114		\$52		\$567	\$840
8 Conf/Training															
				\$8		\$0		\$10		\$18		\$7		\$81	\$122
9 Assistance to Clients															
				\$1,756		\$15,111		\$3,343		\$5,490		\$2,498		\$26,994	\$55,192
10 Memberships															
				\$13		\$0		\$25		\$41		\$19		\$202	\$300
11 Background Screen/Recruitment															
				\$31		\$0		\$60		\$97		\$44		\$480	\$712
12 Deprecation															
				\$297		\$0		\$566		\$917		\$422		\$4,565	\$8,787
Subtotal Operating Costs				\$6,185		\$30,000		\$11,784		\$19,111		\$8,797		\$95,117	\$171,004
C. ADMINISTRATIVE COSTS															
				\$1,738		\$0		\$3,307		\$5,363		\$2,468		\$26,691	\$39,567
TOTAL PROGRAM BUDGET				\$19,122		\$30,000		\$38,374		\$58,992		\$27,152		\$293,600	\$465,240

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
CHILDREN'S PLACE AT HOME SAFE, INC.**

THIS AGREEMENT entered into on _____, 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 **Children's Place at Home Safe, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2840 Sixth Avenue South, Lake Worth, FL 33461**, and its Federal Tax Identification Number as **59-1935485**.

WHEREAS, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program 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** has made **\$14,524** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Children's Place at Home Safe, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Children's Place at Home Safe, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Children's Place at Home Safe, Inc.**,
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide clients who have suffered abuse and neglect, ages 12 to 17, with therapeutic and enhanced therapeutic group care. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FOURTEEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$14,524)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".**

The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Children's Place at Home Safe, Inc.
2840 Sixth Avenue South
Lake Worth, FL 33461
Attn: Mathew Ladika, CEO

COUNTY:

Jonathan Brown, Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.

- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-one (21) 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.

42. ENTIRE UNDERSTANDING


This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

THE CHILDREN'S PLACE AT HOME SAFE

By: 
Steve Bernstein, Board President
~~Val Perch~~

By: 
Mathew Ladika, CEO

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

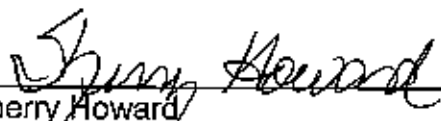
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

Under the Residential Care for Abused, Neglected, and Abandoned Children Program, the Agency shall provide Specialized Therapeutic and Enhanced Therapeutic Group Care for teens, ages 12 to 17, who have been removed from their homes due to parental substance abuse. The Agency shall provide academic support, recreational opportunities and clinical services to clients housed at the Libra Girls Specialized Therapeutic Group Care facility, an eight (8) bed shelter located at 2840 Sixth Avenue South, Lake Worth, and to clients housed at the Home Safe Boys Enhanced Group Homes facility, a twelve (12) bed shelter located at 4854 N. Haverhill Rd. in West Palm Beach. The facilities have a combined total of twenty (20) beds.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for the following: Fund or partially fund the salary and FICA of two Youth Development Professionals.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to an average of eighteen (18) clients on a daily basis and up to thirty-two (32) unduplicated clients annually. At least fifty-one percent (51%) of the Agency's services in connection with this Agreement shall be Low- and Moderate- Income Persons. For the purpose of this Agreement, Low and Moderate-Income status may be proven if these beneficiaries are abused children, since they are presumed to be Low/Mod Income.

The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are "abused, abandoned and neglected". Upon HES' request, the Agency shall provide such written verification. At least 51% of the children benefitting from the activity should be from the Palm Beach County Urban County Jurisdiction.

(E) LIMITED CLIENTELE DOCUMENTATION

Maintain and follow written intake procedures to ensure program participants are documented to be abused, abandoned and neglected. The procedures must include documentation at intake of the evidence relied upon to establish and verify abused, abandoned and neglected status of the individual. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify abused, abandoned and neglected status includes, but is not limited to the following:

- A court order resulting from removal from permanent housing that places the individual in a shelter facility;
- A law enforcement report citing abuse, abandoned and neglect of an individual; or
- A written referral form from Child-Net by the Department of Children and Family Services (DCF), or like agency.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$6,535.80** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(I) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received by it on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency on a **monthly basis** for services provided at the reimbursement rate as shown in Paragraph (B) below. The total reimbursement amount shall not exceed **\$14,524**.
- (B)** Provide reimbursement to the Agency for the provision of the services as described herein at the rate of **\$2.22 per client per day**. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (C)** Provide overall administration and coordination of 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 HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (E)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: The Children's Place at Home Safe
2840 Sixth Avenue South
Lake Worth, FL 33461

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R** _____ - _____

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

Approved for Submission

Date

CLIENT DAILY RECORD

Monthly Average Daily Occupancy: _____

Month _____ Year _____

[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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**

Sub-recipient/Program Name: Children's Place at Home Safe (CDBG) Agreement: R _____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

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

Address: 2840 Sixth Avenue South, Lake Worth, FL 33461

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Children's Place at HOMESAFE PROGRAM: FY 2017-2018 PALM BEACH COUNTY CDBG						CONTACT NAME: Diane DeBene TITLE: Finance Director PHONE: 561-383-9818									
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
Various Positions		\$854,698		\$13,502		\$0		\$0		\$0		\$841,336		\$0	\$854,838
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0	\$854,698		\$13,502		\$0		\$0		\$0		\$841,336		\$0	\$854,838
Fringe Benefits:															
Payroll Taxes				\$1,022		\$0		\$0		\$0		\$63,753		\$0	\$64,775
Health/Dental				\$0		\$0		\$0		\$0		\$121,725		\$0	\$121,725
Pension				\$0		\$0		\$0		\$0		\$10,959		\$0	\$10,959
				\$1,022		\$0		\$0		\$0		\$196,437		\$0	\$197,459
Sub-Total Personnel				\$14,524		\$0		\$0		\$0		\$1,037,773		\$0	\$1,052,297
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$9,664		\$0	\$9,664
Contract Help				\$0		\$0		\$0		\$0		\$58,231		\$0	\$58,231
Travel				\$0		\$0		\$0		\$0		\$15,760		\$0	\$15,760
2 Insurance				\$0		\$0		\$0		\$0		\$54,369		\$0	\$54,369
3 Supplies				\$0		\$0		\$0		\$0		\$73,940		\$0	\$73,940
4 Utilities/Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$68,178		\$0	\$68,178
5 Occupancy				\$0		\$0		\$0		\$0		\$441,982		\$0	\$441,982
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$722,124		\$0	\$722,124
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$14,524		\$0		\$0		\$0		\$1,759,897		\$0	\$1,774,421

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
COALITION FOR INDEPENDENT LIVING OPTIONS**

THIS AGREEMENT entered into on _____, 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 **Coalition for Independent Living Options, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2751 S. Dixie Highway, Suite 223, West Palm Beach, FL 33405**, and its Federal Tax Identification Number as **65-0174695**.

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 CDBG Program 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** has made **\$18,448** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Coalition for Independent Living Options, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Coalition for Independent Living Options, Inc.**, to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Coalition for Independent Living Options, Inc. (CILO)**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide prepared meals and instructions in living skills, to disabled individuals as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement paid hereunder exceed the maximum and total authorized sum of **EIGHTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS (\$18,448)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **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-17-UC-12-0004. The effective date shall be October 1, 2017 and the Agency's services 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, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements, as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one percent (51%) the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provisions of 2CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

C/LO, Inc.
2751 S./ Dixie Hwy. – Suite 223
West Palm Beach, FL 33405
Attn: Dan Shorter, CEO

COUNTY:

Jonathan Brown, Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-one (21) 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.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

COALITION FOR INDEPENDENT LIVING OPTIONS,
INC.

By: [Signature]
Joseph R. Fields, Jr., Esq., Board President

By: [Signature]
Dan Shorter, Chief Executive Officer

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: [Signature]
Sherry Howard
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide prepared meals through the Disability Inclusion & Nutrition Education (DINE) Program to disabled individuals who are temporarily unable to purchase and prepare food due to recovery from an illness, injury, surgery, transition from a nursing home, or temporarily without permanent housing. In addition to providing meals, the Agency shall provide instructions in living skills to its clients. The Agency shall procure the aforesaid meals pursuant to the purchasing requirements specific herein and shall provide HES documentation demonstrating its compliance with such requirements.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for meal packages.** The Agency shall attest to the accurate completion of Exhibit "F" to this agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(C) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein for up to thirty-one (31) unduplicated disabled individuals on an annual basis. At least fifty-one percent (51%) of the Agency's services in connection with this Agreement shall be Low- and Moderate- Income Persons.

Persons who meet the definition as "severely disabled" shall be presumed to have low- and moderate-income status for the purposes of this Agreement and shall be regarded as beneficiaries acceptable to the County as part of the thirty-one (31) unduplicated individuals stated herein. Persons are considered severely disabled if they:

1. use a wheelchair or another special aid for six (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; have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or are under sixty-five (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 HES 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.

(D) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$8,301.60** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

(E) PROCUREMENT

The Agency shall procure all goods and services referenced under this agreement in compliance with Paragraph 9.D (Purchasing) of this agreement. The Agency shall provide HES with its initial invoice and all documents related to the solicitation of the vendor, including but not limited to: description of goods, solicitation opening and closing dates; tabulation of responses and selection of vendor, and the executed agreement with the successful vendor.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include: an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf; a Client Daily Record, provided as Exhibit "C" attached hereto, for each month served; invoices from the vendor for services provided during the month; and proof of payment by the Agency. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month served, detailed on a per week basis, as covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency an amount not to exceed **\$18,448** for the cost to procure the meal packages. The rate of reimbursement shall be at the rate agreed to between the Agency and the vendor as set forth in their executed Agreement.
- (B)** Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C)** Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Coalition for Independent Living Options, Inc.
2751 S. Dixie Highway – Suite 223
West Palm Beach, FL 33405

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R**_____ - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice covers deliveries made during the month of _____ for the weeks ending _____.

You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

EXHIBIT "D"

DIRECT BENEFITS ACTIVITIES

Sub-Recipient/Program Name: Coalition for Independent Living Options, Inc. Agreement: R - Month/Year Reported:

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					Racial/Ethnic Characteristics:					
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
This Month	YTD	This Month	YTD									
Total Unduplicate d Number Served This Month:	*					*	White:					This Month YTD
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
							Native Hawaiian/Other Pacific Islander:					
							American Indian/Alaskan Native & White:					
							Asian & White:					
							Black/African American & White:					
							Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					
Total Unduplicate d Number Served Year- to-Date (YTD):	**					**	TOTAL	*	**			
* These totals are based on the number of individuals or households served who are...												

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____

Week Ending: _____ 20____

Agency: Coalition for Independent Living Options, Inc.

Address: 2751 S. Dixie Hwy. – Suite 223, WPB, FL 33405

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Coalition for Independent Living Options, Inc.				CONTACT NAME: Dan Shorter											
PROGRAM: CDBG				TITLE: CEO											
FY 2017-2018 PALM BEACH COUNTY CDBG				PHONE: 561-966-4288 dan@cilo.org											
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	School Board	% Alloc to Program	State Funding	% Alloc to Program	Town PB United Way	Total
Ind. Living Spec.	0.2	\$33,800	0.20	\$0		\$0	20%	\$6,760		\$0		\$0		\$0	\$6,760
Director of Programs	0.05	\$55,245	0.05	\$0		\$0	5%	\$2,762		\$0		\$0		\$0	\$2,762
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0.25	\$89,045		\$0		\$0		\$9,522		\$0		\$0		\$0	\$9,522
Fringe Benefits:															
Health/Dental				\$0		\$0		\$2,411		\$0		\$0		\$0	\$2,411
FICA/WC/SUTA				\$0		\$0		\$965		\$0		\$0		\$0	\$965
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$3,376		\$0		\$0		\$0	\$3,376
Sub-Total Personnel				\$0		\$0		\$12,898		\$0		\$0		\$0	\$12,898
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$325		\$0	\$325
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$175		\$0	\$175
3 Supplies				\$18,448		\$0		\$0		\$0		\$0		\$0	\$18,448
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$113		\$0	\$113
5 Occupancy				\$0		\$0		\$0		\$0		\$555		\$0	\$555
Other: All occupancy, repairs, insurance, supplies, professional fees and other salaries are funded by other sources.															
Subtotal Operating Costs				\$18,448		\$0		\$0		\$0		\$1,168		\$0	\$19,616
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$18,448		\$0		\$12,898		\$0		\$1,168		\$0	\$32,514

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

HEALTHY MOTHERS/HEALTHY BABIES COALITION OF PALM BEACH COUNTY, INC.

THIS AGREEMENT entered into on _____, 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 **Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **4601 Lake Worth Road, Greenacres, FL, 33463**, and its Federal Tax Identification Number as **59-2657051**

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 CDBG Program 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** has made **\$7,961** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide assistance to pregnant women and their families as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(B).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **SEVEN THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS (\$7,961)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES.

No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist with the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

7. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

HM/HB Coalition of PBC, Inc.
4601 Lake Worth Road
Greenacres, FL 33463
Attn: Michelle Gonzalez, Ex. Dir

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

HEALTHY MOTHERS/HEALTHY BABIES OF PALM BEACH COUNTY, INC.

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

(AGENCY SEAL)



HEALTHY MOTHERS/HEALTHY BABIES
COALITION OF PALM BEACH COUNTY, INC.

By: _____

Tara Duhy, Board Chair

By: _____

Michelle Gonzalez, Chief Executive Officer

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____

Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide assistance to pregnant women through the Health Care Navigation Program, through which pregnant women and/or their immediate family are provided assistance to access health care, secure payer sources for prenatal care, and/or to secure other services and programs for which the family may be eligible to receive. The program will be provided from the following locations: 4601 Lake Worth Road, Greenacres, 1079 South Main Street, Belle Glade, 1325 S. Congress Avenue, Suite 204, Boynton Beach, and the Mobile Outreach Center (Maternity-Care-A-Van) which is utilized throughout the county.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **specifically, funds will be used for operational costs, which consist of utilities, rent, equipment maintenance, and building maintenance.** The Agency shall attest to the accurate completion of Exhibit "F" to this agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(C) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to three hundred (300) unduplicated beneficiaries on an annual basis, of which at least fifty-one percent (51%) shall be Low- and Moderate- Income Persons. Low- and moderate- income status shall be demonstrated by the Agency through income certification of individuals served. Income eligibility determination of individuals served, 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, Medicaid etc.). Each determination must have the income limits applied and point in time when the benefit was determined. All documentation of proof of income must be maintained in client files.

(D) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$3,582.45** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.**

Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(E) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Monthly Roster, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(F) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(G) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$7,961** and the reimbursement rate shall not exceed **\$26.54 per unduplicated client**. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: HEALTHY MOTHERS/HEALTHY BABIES COALITION OF PBC, INC.
4601 LAKE WORTH ROAD
GREENACRES, FL 33463

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R_____ . _____

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

Approved for Submission

Date

EXHIBIT "C"

CLIENT MONTHLY ROSTER

Month(s) Covered: _____

Client ID Number	Date of Service

Client ID Number	Date of Service

Total Clients Assisted During the Current Reporting Period: _____

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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Date)

(Printed Name and Title)

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**

Sub-Recipient/Program Name: Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc. Agreement: R - Month/Year Reported:

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

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

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

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: HEALTHY MOTHERS/HEALTHY BABIES PROGRAM: FY 2017-2018 PALM BEACH COUNTY CDBG					CONTACT NAME: Marion Brito TITLE: Chief Financial Officer PHONE: 561-665-4522										
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 (United Way)	% Alloc to Program	Other Funding (CSC)	Total
Various Positions		\$2,048,776		\$0		\$0		\$0		\$0		\$49,149		\$1,999,627	\$2,048,776
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0	\$2,048,776		\$0		\$0		\$0		\$0		\$0		\$0	\$0
												\$49,149		\$1,999,627	\$2,048,776
Fringe Benefits:															
Payroll Taxes				\$0		\$0		\$0		\$0		\$3,846		\$156,333	\$160,179
Health/Dental				\$0		\$0		\$0		\$0		\$14,562		\$508,838	\$523,400
Pension				\$0		\$0		\$0		\$0		\$585		\$22,996	\$23,561
				\$0		\$0		\$0		\$0		\$18,973		\$688,167	\$707,140
Sub-Total Personnel															
				\$0		\$0		\$0		\$0		\$68,122		\$2,687,794	\$2,755,916
B OPERATING COSTS															
Overall (CDBG funds for Rent and Space)				\$7,961		\$0		\$0		\$0		\$16,740		\$588,550	\$613,251
Subtotal Operating Costs															
				\$7,961		\$0		\$0		\$0		\$16,740		\$588,550	\$613,251
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$12,731		\$492,646	\$505,377
TOTAL PROGRAM BUDGET															
				\$7,961		\$0		\$0		\$0		\$97,593		\$3,766,990	\$3,874,544



healthy mothers, healthy babies
Coalition of Palm Beach County, Inc.

Founders

Carl Brumback, MD*
Marsha J. Fishbane, MD
David W. Martin, MD*

Executive Committee

Tara Duhy
Chair
Lewis Longman & Walker, P.A.

Jeanne Matullo
Vice Chair
Morgan Stanley

Ginny Prystawski
Treasurer
Wells Fargo

Amber Baultz
Secretary
Morgan Stanley

Dale Finn
Immediate Past Chair
Arthur J. Gallagher & Co.

Board of Directors
Jennifer Amwood
NextEra Energy, Inc.

John A. Burlgo, MD FACOG
OB/GYN Specialists of the Palm
Beaches, P.A.

Don W. Chester
St. Mary's Medical Center

Nell Eisenband
Polaroid Photobor

Marsha Fishbane, M.D.
Founder

Cornelia Jarvis
Community Advocate

Sandra Kaplan
Bravo KB, Inc.

Joseph B. Landy
Lesser, Lesser, Landy & Smith

Caroline Villanueva
Florida Crystals

Chief Executive Officer
Michelle Gonzalez

* Deceased

August 29, 2017

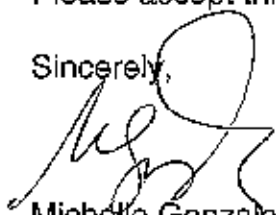
Department of Housing and Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Mr. Greco,

Healthy Mothers, Healthy Babies does not have a seal for our agency.

Please accept this letter as recognition of this requirement.

Sincerely,



Michelle Gonzalez
Chief Executive Officer

4601 Lake Worth Road, Greenacres, FL 33463 • 901 Northpoint Parkway, Suite 403, West Palm Beach, FL 33407
www.hmhbpcbc.org P: 561.665.4500 • 623.2800

Contributions benefit Healthy Mothers, Healthy Babies Coalition of Palm Beach County, Inc., a not for profit tax exempt organization.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION OF HEALTHY MOTHERS, HEALTHY BABIES COALITION OF PALM BEACH COUNTY, INC., CHARITABLE REGISTRATION NUMBER CH2075, MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES AT WWW.BUDHELPELA.COM OR BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. HEALTHY MOTHERS, HEALTHY BABIES RECEIVES 100% OF EACH CONTRIBUTION.

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT entered into on _____, 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 **Legal Aid Society of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **423 Fern Street – Suite 200, West Palm Beach, FL 33401**, and its Federal Tax Identification Number as **59-6046994**

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 CDBG Program 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 has made **\$47,703** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2017-2018 Action Plan, and **Legal Aid Society of Palm Beach County, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Legal Aid Society of Palm Beach County, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Legal Aid Society of Palm Beach County, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "Low- and Moderate-Income Persons" means the definition per 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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide fair housing enforcement, education and outreach activities as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(B).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FORTY SEVEN THOUSAND SEVEN HUNDRED THREE DOLLARS (\$47,703)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES.

No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the Provisions 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. The Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

18. **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.

19. **INSURANCE BY AGENCY**

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) **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.

(B) **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 agrees that this coverage shall be provided on a primary basis.

(C) **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

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

(D) **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 Dept. of Housing & Economic Sustainability".**

The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) **CERTIFICATE OF INSURANCE**

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's

insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Legal Aid Society of PBC, Inc.
423 Fern Street – Suite 200
West Palm Beach, FL 33401
Attn: Robert A. Bertisch, Esq.

COUNTY:

Jonathan Brown, Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If

the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

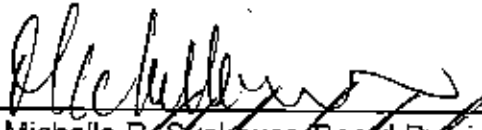
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

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

(AGENCY SEAL)

LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC.

By: 
Michelle R. Suskauer, Board President

By: 
Robert A. Bertison, Executive Director

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

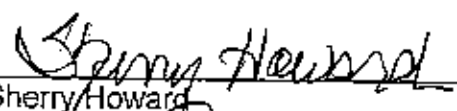
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall, through its Fair Housing Project, provide fair housing enforcement, education and outreach activities intended to identify and remedy discrimination in the housing industry. The services shall be provided at the Agency's offices located at 423 Fern St., Suite 200, West Palm Beach, FL; and a satellite office located at 141 SW 12th Ave., Delray Beach, FL.

(B) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for the partial salary and benefits for one (1) Project Attorney (Discrimination); and operational costs.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(C) BENEFICIARIES

During the term of this Agreement, the Agency shall: a) provide the services described herein to a minimum of twenty-eight (28) unduplicated individuals on an annual basis at least fifty-one percent (51%) of which shall be Low and Moderate Income Persons. Low and moderate income status shall be demonstrated by the Agency through income certification of individuals served. Income eligibility determination of individuals served, 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.). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files; and b) conduct a minimum of five (5) education and outreach events and provide information to HES on all education and outreach activities undertaken during the year to include name of event, location and number of attendees.

(D) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$21,466.35** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(E) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Monthly Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(F) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(G) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9(H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate shown below. The total reimbursement amount shall not exceed **\$47,703**, and the reimbursement rate shall not exceed **\$1,703.68** for each unduplicated client assisted in a housing discrimination case. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Legal Aid Society of Palm Beach County, Inc.
423 Fern Street - Suite 200
West Palm Beach, FL 33401

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R** _____ - _____

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

Approved for Submission

Date

EXHIBIT "C"

Client Monthly Record
FAIR HOUSING ENFORCEMENT AND COUNSELING

Monthly Number of Clients Served: _____

Page _____ of _____

Month _____ Year _____

Please write the Type of Service in Row number 2 and date of the service under the appropriate service type.

Client's Name		Type of Service Provided		
		Service Provided	Compliant Basis	Compliant Issue(s)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
The following certification must be signed				
Monthly Number of Clients Served _____				

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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)_____
(Printed Name and Title)_____
(Date)

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Sub-Recipient/Program Name: Legal Aid Society of Palm Beach County, Inc. Agreement: R - Month/Year Reported:

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

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Agency: Legal Aid Society of Palm Beach County, Inc.

Address: 423 Fern Street, Suite 200, West Palm Beach, FL 33401

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Legal Aid Society of Palm Beach County, Inc.

PROGRAM: Fair Housing

FY 2016-2017 PALM BEACH COUNTY CDBG

CONTACT NAME: Sarah Doran

TITLE: Fiscal & Grants Manager

PHONE: 561-656-8944, ext. 224

A. PERSONNEL EXPENSES

	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding (FHIP)</u>	<u>% Alloc to Program</u>	<u>Other Funding</u>	<u>Total</u>
Proj. Attorney - Discrimina.	1.00	\$50,000	65.00%	\$33,080		\$0		\$0		\$0	35.00%	\$17,500	0.00%	\$0	\$50,580
Investigation/Testing Coord	0.80	\$45,320	0.00%	\$0		\$0		\$0		\$0	80.00%	\$36,256	0.00%	\$0	\$36,256
Executive Director	0.03	\$140,000	0.00%	\$0		\$0		\$0		\$0	3.00%	\$4,200	0.00%	\$0	\$4,200
Fiscal & Grants Mgr.	0.03	\$45,000	0.00%	\$0		\$0		\$0		\$0	3.00%	\$1,350	0.00%	\$0	\$1,350
	<u>1.86</u>	<u>\$280,320</u>		<u>\$33,080</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$59,306</u>		<u>\$0</u>	<u>\$92,386</u>
Fringe Benefits:															
FICA / Wk Comp. / SUJ				\$2,960		\$0		\$0		\$0		\$4,815		\$0	\$7,775
Group Insur. (Health/Dent/Life/Disab.)				\$4,870		\$0		\$0		\$0		\$9,833		\$0	\$14,703
Retirement Plan				\$415		\$0		\$0		\$0		\$836		\$0	\$1,251
				<u>\$8,245</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$15,484</u>		<u>\$0</u>	<u>\$23,729</u>
Sub-Total Personnel				<u>\$41,325</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$74,790</u>		<u>\$0</u>	<u>\$116,115</u>

B. OPERATING COSTS

1 Professional Fees															
	Audit Fees			\$203		\$0		\$0		\$0		\$318		\$0	\$521
	Other			\$57		\$0		\$0		\$0		\$80		\$0	\$147
2 Insurance															
				\$160		\$0		\$0		\$0		\$374		\$0	\$534
3 Supplies (including Printing, Library)															
				\$550		\$0		\$0		\$0		\$5,576		\$0	\$6,126
4 Communications/Postage/Shipping															
				\$325		\$0		\$0		\$0		\$1,008		\$0	\$1,333
5 Occupancy															
				\$2,397		\$0		\$0		\$0		\$6,049		\$0	\$8,446
6 Equip. Lease & Maint./Repair															
				\$205		\$0		\$0		\$0		\$757		\$0	\$962
7 Travel															
				\$206		\$0		\$0		\$0		\$10,000		\$0	\$10,206
8 Training & Development															
				\$575		\$0		\$0		\$0		\$645		\$0	\$1,220
9 Litigation Costs															
				\$1,200		\$0		\$0		\$0		\$3,805		\$0	\$5,005
10 Workshops & Clinics															
				\$500		\$0		\$0		\$0		\$1,500		\$0	\$2,000
	Supplies			\$0		\$0		\$0		\$0		\$2,500		\$0	\$2,500
12 Testing															
				\$0		0		0		0		\$0		0	\$0
Subtotal Operating Costs				<u>\$6,378</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$32,622</u>		<u>\$0</u>	<u>\$39,000</u>

C. ADMINISTRATIVE COSTS

				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				<u>\$47,703</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$107,412</u>		<u>\$0</u>	<u>\$155,115</u>

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

PLACE OF HOPE, INC.

THIS AGREEMENT entered into on _____, 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 **Place of Hope, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **9078 Isaiah Lane, Palm Beach Gardens, FL 33418**, and its Federal Tax Identification Number as **65-0841384**

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 CDBG Program 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** has made **\$12,770** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Place of Hope, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Place of Hope, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Place of Hope, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. One Hundred percent (100%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide case management services to abused or neglected children as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWELVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$12,770)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

All of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data 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 HES.

Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. The Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent

allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree that the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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 or replace the Agency's existing or planned projects or activities. The Agency agrees to maintain a level of activities, planned or existing, for projects similar to those being assisted under herein which is not less than that level existing prior to this Agreement.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;

- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job HEScriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Place of Hope, Inc.
9078 Isaiah Lane
Palm Beach Gardens, FL 33418
Attn: Charles Bender III, Director

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-one (21) 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.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)



PLACE OF HOPE, INC.

By: Ronald Nocera
Ronald Nocera, Board President

By: Charles L. Bender III
Charles L. Bender III, Executive Director

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide housing and case management services to abused and/or neglected children who are in custody of the State of Florida through the Agency's Comprehensive Case Management Program. The Agency shall provide the aforesaid services at its thirty-six (36) bed facility located at 9078 Isaiah Lane, Palm Beach Gardens, Florida.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for partial salary and FICA for one full-time case manager.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to twenty-seven (27) children per month and to thirty-eight (38) unduplicated children on an annual basis. One month is defined as occupancy in the facility for 2 or more weeks. All beneficiaries of the Agency's services in connection with this Agreement shall be Low- and Moderate- Income Persons. For the purpose of this Agreement, low and moderate income status may be proven if these beneficiaries are presumed to be Low- and Moderate- Income Persons, which includes: abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" in the Bureau of Census' Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are "abused and/or neglected". Upon HES' request, the Agency shall provide such written verification

(E) LIMITED CLIENTELE DOCUMENTATION

Maintain and follow written intake procedures to ensure program participants are documented to be abused and/or neglected. The procedures must include documentation at intake of the evidence relied upon to establish and verify abused and/or neglected status of the individual. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify abused and/or neglected status includes the following:

- A court order resulting from removal from permanent housing that places the individual in a shelter facility;
- A law enforcement report citing abuse and/or neglect of an individual; or
- A written referral by the Department of Children and Family Services (DCF), or like agency.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$5,746.50** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(I) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Part 9, Section 4(H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$12,770** and the reimbursement per child shall not exceed **\$39.41** per month per child. The number of children claimed daily by the Agency may be more or less than the thirty-six (36) children stated above. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B)** Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C)** Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Place of Hope, Inc.
9078 Isaiah Lane,
Palm Beach Gardens, FL 33418

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R _____ - _____

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

Approved for Submission

Date

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Sub-Recipient/Program Name: Place of Hope, Inc.

Agreement: R_____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

EXHIBIT "E"

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

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

Agency: Place of Hope, Inc.

Address: 9078 Isaiah Lane, Palm Beach Gardens, FL 33418

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "F"

ORGANIZATION: <u>PLACE OF HOPE</u> PROGRAM: <u>CDBG</u> FY 2017-18 PALM BEACH COUNTY CDBG						CONTACT NAME: Charles Bender III TITLE: Executive Director PHONE: <u>charlesb@placeofhope.org 775-7185</u>									
A. PERSONNEL EXPENSES															
Salaries:															
	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding</u>	<u>% Alloc to Program</u>	<u>Melcaid Walver</u>	<u>% Alloc to Program</u>	<u>Town PB United Way</u>	<u>Total</u>
Case Manager		\$32,000		\$6,385		\$0		\$0		\$25,615		\$0		\$0	\$32,000
Case Manager		\$32,000		\$6,385		\$0		\$0		\$25,615		\$0		\$0	\$32,000
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
	0	\$64,000		\$12,770		\$0		\$0		\$51,230		\$0		\$0	\$64,000
Fringe Benefits:															
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel															
				\$12,770		\$0		\$0		\$51,230		\$0		\$0	\$64,000
B. OPERATING COSTS															
1 Professional Fees															
	Audit Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
2	Insurance			\$0		\$0		\$0		\$7,295		\$0		\$0	\$7,295
3	Supplies			\$0		\$0		\$0		\$500		\$0		\$0	\$500
4	Communications/Postage/Shipping			\$0		\$0		\$0		\$1,500		\$0		\$0	\$1,500
5	Occupancy			\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other: All occupancy, repairs, insurance, supplies, professional fees and other salaries are funded by other sources.															
Subtotal Operating Costs				\$0		\$0		\$0		\$9,295		\$0		\$0	\$9,295
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$12,770		\$0		\$0		\$60,525		\$0		\$0	\$73,295

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
REDLANDS CHRISTIAN MIGRANTS ASSOCIATION, INC.**

THIS AGREEMENT entered into on _____, 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 **Redlands Christian Migrant Association, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **402 West Main Street, Immokalee, FL 34142** and its Federal Tax Identification Number as **59-1221966**

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 CDBG Program 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 has made **\$11,462** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2017-2018 Action Plan, and **Redlands Christian Migrant Association, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Redlands Christian Migrant Association, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Redlands Christian Migrant Association, Inc. (RCMA)**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. One Hundred percent (100%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide child development services to children of migrant farm-worker families and other low-income families living in the Glades area. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons** as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(D).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **ELEVEN THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS (\$11,462)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES.

Reimbursements not be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent

allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;

- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

RCMA, Inc.
402 West Main Street
Immokalee, FL 34142
Attn: Barbara Mainster, Director

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

**REDLANDS CHRISTIAN MIGRANT
ASSOCIATION, INC.**

By: 
Gayane Stepanian, Executive Director

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

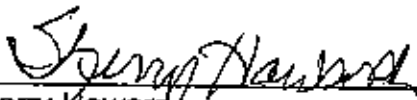
By: 
Sherry Howard
Deputy Director

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide child development services to children of migrant farm worker families and other low-income families living in the Glades area through its School Readiness Child Care Program, at its child development center located at 20 Carver Street, Belle Glade.

(B) COORDINATION OF SERVICES

The Agency shall coordinate with other service providers in Palm Beach County to address other specified needs of its clients by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for the following: Partial salary and benefits of the Center Coordinator.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to forty (40) children monthly and sixty (60) unduplicated children on an annual basis. At least fifty-one percent (51%) of whom shall be Low- and Moderate-Income households. Low- and moderate- Income status shall be demonstrated by the Agency through written income certification of households served or by proof from an employer that the beneficiary is a migrant farm worker. Income eligibility determination of households served, 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.). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files.

(E) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$5,157.90** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION OF FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency on a monthly basis for services provided to each client at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$11,462** and the reimbursement per child shall not exceed **\$23.88** per month per child served. In order to be eligible for reimbursement, a child must attend the Child Development Center for a minimum of ten (10) days per month. Days on which the child is absent may be counted towards the ten (10) days if supported by a note from a medical professional.

The number of persons claimed monthly by the Agency may be less or more than the forty (40) children stated above. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.

- (B)** Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C)** Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Redlands Christian Migrant Association, Inc.
402 West Main Street
Immokalee, Florida 34142

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R_____ - _____**

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

Approved for Submission

Date

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Sub-Recipient/Program Name: Redlands Christian Migrant Association, Inc. Agreement: R_____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Redlands Christian Migrant Association, Inc.

Address: 402 West Main Street, Immokalee, Florida 34142

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Redlands Christian Migrant Association					CONTACT NAME: Gayane Stepanian										
PROGRAM: CDBG					TITLE: Executive Director										
FY 2017-2018 PALM BEACH COUNTY CDBG					PHONE: (239)658-3560										
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (School Readiness/EHS)	Total
Total Salaries & Wages		\$543,137	2%	\$9,170		\$0		\$0		\$0		\$0	98%	\$533,987	\$543,137
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0	\$543,137		\$9,170		\$0		\$0		\$0		\$0		\$533,987	\$543,137
Fringe Benefits:															
Total Fringe Benefits				\$2,292		\$0		\$0		\$0		\$0		\$133,492	\$135,784
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$2,292		\$0		\$0		\$0		\$0		\$133,492	\$135,784
Sub-Total Personnel				\$11,462		\$0		\$0		\$0		\$0		\$667,459	\$678,921
B. OPERATING COSTS															
1 Supplies				\$0		\$0		\$0		\$0		\$0		\$19,410	\$19,410
2 Equipment				\$0		\$0		\$0		\$0		\$0		\$1,520	\$1,520
3 Transportation				\$0		\$0		\$0		\$0		\$0		\$10,275	\$10,275
4 Occupancy Expenses				\$0		\$0		\$0		\$0		\$0		\$50,918	\$50,918
6 In State Travel				\$0		\$0		\$0		\$0		\$0		\$2,258	\$2,258
7 Health Services				\$0		\$0		\$0		\$0		\$0		\$1,200	\$1,200
8 Conference, trainings				\$0		\$0		\$0		\$0		\$0		\$2,455	\$2,455
9 Other Expenses				\$0		\$0		\$0		\$0		\$0		\$5,296	\$5,296
10 Repairs & Maintenance				\$0		\$0		\$0		\$0		\$0		\$7,486	\$7,486
11 Capitalized Building & Impr				\$0		\$0		\$0		\$0		\$0		\$3,500	\$3,500
12 Data Processing				\$0		\$0		\$0		\$0		\$0		\$6,252	\$6,252
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$110,570	\$110,570
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0		\$0		\$58,072	\$58,072
TOTAL PROGRAM BUDGET				\$11,462		\$0		\$0		\$0		\$0		\$836,101	\$847,563

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
SEAGULL INDUSTRIES FOR THE DISABLED, INC.**

THIS AGREEMENT entered into on _____, 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 **Seagull Industries for the Disabled, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **3879 Byron Drive, West Palm Beach, FL 33404** and its Federal Tax Identification Number as **59-1879968**

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 CDBG Program 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** has made **\$24,780** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Seagull Industries for the Disabled, Inc.** desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Seagull Industries for the Disabled, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Seagull Industries for the Disabled, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide educational and vocational training to adults with developmental disabilities as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$24,780)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Seagull Industries for the Disabled, Inc. Jonathan Brown, Director

3879 Byron Drive

West Palm Beach, FL 33404

James Barnard, Board President

COUNTY:

Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

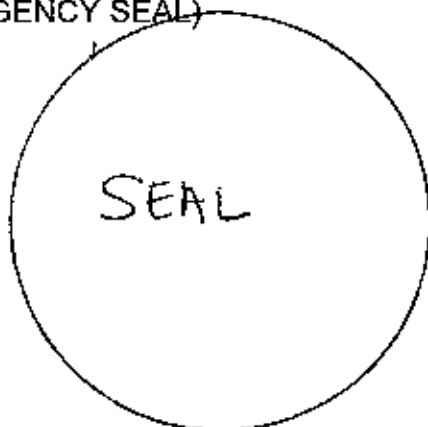
This Agreement, consisting of ~~twenty-one~~ (21) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)



SEAGULL INDUSTRIES FOR THE DISABLED, INC.

By: Barbara Nurenberg
Barbara Nurenberg, President & CEO

By: Linda Moore
Linda Moore, Chief Operating Officer

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide educational and vocational training and supervision to developmentally disabled adults at its Seagull Achievement Center (an adult day rehabilitation facility), located at 3879 Byron Drive, West Palm Beach, Florida.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds shall be used for the following: Partial salaries for vocational specialists at the Seagull Achievement Center.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated Agreement amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to ninety-five (95) unduplicated beneficiaries who are disabled as defined herein or to ninety (90) duplicated beneficiaries monthly. The Agency shall ensure that at least fifty-one percent (51%) of the beneficiaries are Low- and Moderate- Income Persons. For the purpose of this Agreement, persons meeting the definition of "severely disabled" in the Bureau of Census' Current Population Reports, shall be considered Low and Moderate Income Persons.

Persons regarded as severely disabled adults in connection with this Agreement must meet the Bureau of Census definition of severely disabled as provided herein. Persons are considered severely disabled if they:

1. Use a wheelchair or another special aid for six (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 sixty-five (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 be limited to, assessments, evaluations, or statements from an appropriate practitioner or Agency (e.g., Social Security Administration, Veterans Administration.) At no time shall HES 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) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$11,151** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Daily Client Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to HES:

1. **Direct Benefit Activities Form**: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. **Monthly Performance Report**: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A)** Reimburse the Agency on a monthly basis for services provided to each client at the reimbursement rate as shown in paragraph (B) below. The total reimbursement amount is not to exceed a maximum of **\$24,780**.
- (B)** Provide reimbursement to the Agency for provision of vocational training and supervisory services at the Seagull Achievement Center of the Palm Beaches to ninety (90) severely developmentally disabled adults at a rate of **\$22.94** per month per client assisted under the program. To qualify for reimbursement, the eligible client must be provided with services for a minimum of ten (10) days per month, with the following three exceptions: 1) Legal holidays which occur Monday through Friday for which the facility is closed; 2) a client with an excused absence due to sickness and documented by a doctor's note; and 3) a natural disaster which forces closure of the facility. Each of the above exceptions is subject to approval by HES. The number of persons claimed for reimbursement by the Agency each month may be less or more than the ninety (90) persons stated above.
- (C)** Provide overall administration and coordination of 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 HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (E)** Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Seagull Industries for the Disabled, Inc.
3879 Byron Drive
West Palm Beach, FL 33404

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R_____ - _____**

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

Approved for Submission

Date

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES FORM**Sub-Recipient/Program Name: Seagull Industries for the Disabled, Inc. Agreement: R _____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

EXHIBIT "E"**MONTHLY PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Seagull Industries for the Disabled, IncAddress: 3879 Byron Drive, WPB, FL 33404

Person Preparing Report: _____

Signature and Title: _____

Agreement Effective Dates: _____

B.1. AGREEMENT 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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Seagull Industries for the Disabled, Inc					CONTACT NAME: Linda Moore										
PROGRAM:					TITLE: Chief Operating Officer										
FY 2017-2018 PALM BEACH COUNTY CDBG					PHONE: 561-842-5814										
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	Medicaid Waiver	% Alloc to Program	Town of PB United Way	% Alloc to Program	Other Funding Sources	Total
11 Vocational Spec	11	\$264,000	0	\$24,780		\$0		\$181,555		\$57,885		\$0			\$284,000
2 case Manger	2	\$54,000	0	\$0		\$0		\$40,445		\$13,555		\$0			\$54,000
Vocational Instruct	1	\$33,000	0	\$0		\$0		\$0		\$33,000		\$0		\$0	\$33,000
Social Worker/direct	1	\$42,000	0	\$0	0	\$0		\$42,000		\$0		\$0		\$0	\$42,000
Swa Manager	0.5	\$11,000	0	\$0		\$0		\$0		\$11,000		\$0		\$0	\$11,000
Other	10	\$352,927		\$0		\$0		\$26,000		\$144,239		\$0		\$182,688	\$352,927
	25.5	\$756,927		\$24,780		\$0		\$290,000		\$259,459		\$0		\$182,688	\$756,927
Fringe Benefits:															
Health / Dental				\$0		\$0		\$0		\$61,450		\$0		\$14,939	\$76,389
Pension				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Payroll Taxes				\$0		\$0		\$0		\$75,000				\$5,000	\$80,000
				\$0		\$0		\$0		\$136,450		\$0		\$19,939	\$156,389
Sub-Total Personnel				\$24,780		\$0		\$290,000		\$395,909		\$0		\$202,627	\$913,318
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Contract Help				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Travel/Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance		90000		\$0		\$0		\$0		\$90,000		\$0		\$0	\$90,000
3 Supplies		17000		\$0		\$0		\$0		\$11,000		\$6,000		\$0	\$17,000
4 Communications/Postage/Sh		15000		\$0		\$0		\$0		\$7,000		\$0		\$8,000	\$15,000
5 Utilities		53000		\$0		\$0		\$0		\$0		\$24,000		\$29,000	\$53,000
Other costs		408664		0						\$310,573		\$65,000		\$31,091	\$406,664
Subtotal Operating Costs				\$0		\$0		\$0		\$418,573		\$95,000		\$68,091	\$581,664
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$24,780		\$0		\$290,000		\$814,482		\$95,000		\$270,718	\$1,494,980

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
SICKLE CELL FOUNDATION OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT entered into on _____, 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 **Sickle Cell Foundation of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1600 N. Australian Avenue, West Palm Beach, FL 33407**, and its Federal Tax Identification Number as **59-1975315**

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 CDBG Program 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** has made **\$14,518** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2017-2018 Action Plan, and **Sickle Cell Foundation of Palm Beach County, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Sickle Cell Foundation of Palm Beach County, Inc.**, to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Sickle Cell Foundation of Palm Beach County, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide comprehensive case management services to individuals and their families who have the sickle cell disease or the sickle cell trait. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(D).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FOURTEEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$14,518)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200 and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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.

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability"**. The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent

allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;

- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Sickle Cell Foundation of PBC, Inc.
1600 N. Australian Avenue
West Palm Beach, FL 33407
Attn: Shalonda Warren, CEO

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

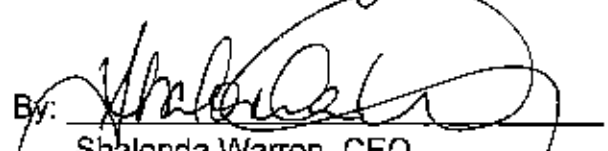
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

**SICKLE CELL FOUNDATION OF PALM BEACH
COUNTY, INC.**

By: 
Frank Hayden, Board Chair

By: 
Shalonda Warren, CEO

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

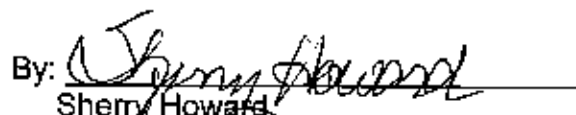
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

Z:\CDBG\PUBLIC SERVICES\FY 17-18\SickleCellFoundation\SickleCell_FY 17-18_Agreement.docx

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency, through its Glades Area Project, shall provide comprehensive case management services to individuals who have Sickle Cell disease or Sickle Cell Trait. The services shall include, but are not limited to counseling, education, individual assessments and case plans. Services will be provided from the Agency's satellite office located at 19 Everglade Street, Belle Glade, Florida.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for operational costs and partial salary for a Glades Area Case Manager.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to forty-six (46) unduplicated individuals, at least fifty-one percent (51%) of which shall be Low- and Moderate-Income Persons. The low and moderate income requirement will be met through compliance with 24 CFR 570.208 (a)(2)(i)(D), since the activity is located in the Glades Area of Palm Beach County where the overwhelming majority of the population is low and moderate income.

(E) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$6,533.10** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Monthly Roster, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly roster of persons served and shall be a requirement for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received in this Report as required in Section 9(H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$14,518** and the reimbursement rate shall not exceed **\$315.61** for each unduplicated individual served who has Sickle Cell disease or Sickle Cell Trait. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES 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 HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Sickle Cell Foundation of Palm Beach County, Inc.
1600 N. Australian Avenue
West Palm Beach, FL 33407

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R_____ - _____**

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

Approved for Submission

Date

EXHIBIT "C"
CLIENT MONTHLY ROSTER

Month(s) Covered: _____

Client ID Number	Date of Service

Client ID Number	Date of Service

Total Clients Assisted During the Current Reporting Period: _____

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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Date)

(Printed Name and Title)

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**

Sub-Recipient/Program Name: Sickle Cell Foundation of Palm Beach County (CDBG) Agreement: R _____ - _____ Month/Year Reported: _____

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

* These totals must agree.

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

EXHIBIT "E"**DETAILED PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Sickie Cell Foundation of Palm Beach County, Inc.

Address: 1600 N. Australian Avenue, West Palm Beach, Florida 33407

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: The Sickle Cell Foundation of Palm Beach County & Treasure Coast										CONTACT NAME: Shalonda Warren							
PROGRAM: Glades Project										TITLE: CEO							
FY 2017-2018 PALM BEACH COUNTY CDBG										PHONE: 561-633-3113							
A. PERSONNEL EXPENSES																	
Salaries:																	
	ETE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	Match Funding CDBG	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Sickle Cell Fund Raising	% Alloc to Program	Other Funding CSC	% Alloc to Program	Other Funding DOH	Total
Executive Director	1	\$63,347		\$0	0%	\$5,544	10%	\$0		\$0	51%	\$32,264.00	40%	\$25,539	10%	\$0.00	\$63,347
Program Supervisor CV	1	\$49,536		\$0		\$0		\$0		\$0		\$0	100%	\$49,536		\$0	\$49,536
Case Mgr State	1	\$31,990		\$0		\$0		\$0		\$0		\$0		\$0	100%	\$31,990	\$31,990
Lay Health Workers CV (5)	5	\$190,116		\$0		\$0		\$0		\$0		\$0	100%	\$190,116		\$0	\$190,116
Admin Asst	1	\$36,336		\$0	10%	\$3,634	10%	\$0		\$0	40%	\$14,534	50%	\$18,168	10%	\$0	\$36,336
	9	\$371,325		\$0		\$9,178		\$0		\$0		\$46,798		\$283,359		\$31,990	\$371,325
Fringe Benefits:																	
Health Life and DI				\$0		\$552		\$0		\$0		\$4,379		\$45,641		\$5,959	\$56,531
FICA				\$0		\$793		\$0		\$0		\$3,323		\$21,266		\$2,447	\$27,799
Pension Fund				\$0		\$275		\$0		\$0		\$1,410		\$8,495		\$960	\$11,140
Workers Compensation				\$0		\$147		\$0		\$0		\$751		\$4,531		\$512	\$5,941
Florida UC				\$0		\$65		\$0		\$0		\$324		\$2,204		\$324	\$2,917
				\$0		\$1,802		\$0		\$0		\$10,187		\$62,137		\$10,202	\$104,328
Sub-Total Personnel				\$0		\$10,980		\$0		\$0		\$56,985		\$365,496		\$42,192	\$475,653
B. OPERATING COSTS																	
1 Professional Fees																	
Audit Fees				\$500		\$0		\$0		\$0		\$336		\$2,964		\$0	\$3,800
Accounting				\$13		\$3,827		\$0		\$0		\$1,740		\$28,800		\$1,200	\$35,580
Sub-Contractors				\$9,200		\$0		\$0		\$0		\$1,935		\$59,919		\$0	\$71,054
2 Insurance				\$788		\$0		\$0		\$0		\$8,831		\$12,178		\$788	\$22,585
3 Supplies				\$180		\$0		\$0		\$0		\$163,717		\$90,338		\$938	\$256,169
4 Communications/Postage/Shipping				\$178		\$0		\$0		\$0		\$11,143		\$6,118		\$1,000	\$18,439
5 Occupancy				\$659		\$0		\$0		\$0		\$49,850		\$32,120		\$1,452	\$84,081
6 Travel				\$3,000		\$0		\$0		\$0		\$815		\$16,545		\$3,000	\$23,360
Subtotal Operating Costs				\$14,518		\$3,827		\$0		\$0		\$238,367		\$248,980		\$8,376	\$514,068
C. ADMINISTRATIVE COSTS																	
				\$0		\$3,012		\$0		\$0		-\$189,445		\$160,071		\$6,362	\$0
TOTAL PROGRAM BUDGET				\$14,518		\$17,819		\$0		\$0		\$125,807		\$774,547		\$58,930	\$989,721

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
URBAN LEAGUE OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT entered into on _____, 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 **Urban League of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1700 N. Australian Avenue, West Palm Beach, FL 33407**, and its Federal Tax Identification Number as **59-1533710**

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 CDBG Program 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** has made **\$15,359** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County**, in accordance with the FY 2076-2018 Action Plan, and **Urban League of Palm Beach County, Inc.** desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, **Palm Beach County** desires to engage **Urban League of Palm Beach County, Inc.** to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Urban League of Palm Beach County, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide housing counseling services to first time homebuyers as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(B).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FIFTEEN THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$15,359)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. 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 HES.

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

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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.

20. 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;
- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. **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.

28. **AMENDMENTS**

The County or the Agency 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.

29. **NOTICES**

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Urban League of PBC, Inc.
1700 N. Australian Avenue
West Palm Beach, FL 33407
Attn: Patrick Franklin, Pres & CEO

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. **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.

31. **NO FORFEITURE**

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

32. **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).

33. **DRUG - FREE WORKPLACE**

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty (20) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.


URBAN LEAGUE OF PALM BEACH COUNTY, INC.

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

(AGENCY SEAL)

URBAN LEAGUE OF PALM BEACH COUNTY, INC.

By: 
Bernard Hampton, Chair

By: 
Patrick J. Franklin, President & CEO

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

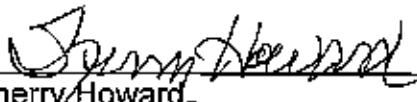
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: 
Sherry Howard
Deputy Director

Z:\CDBG\PUBLIC SERVICES\FY 17-18\UrbanLeague\Urban League FY17-18 Agreement.docx

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall operate the Comprehensive Housing Counseling Program from 1700 North Australian Avenue in West Palm Beach and provide the following services to seventy-one (71) households monthly and to an unduplicated three hundred forty (340) households during the year. Services shall include assistance and case management focusing on foreclosure, homeless prevention, fair housing, and first time homebuyer education and pre-purchase counseling. The Agency will also conduct a minimum of twelve (12) homebuyer education classes each which include a six-hour curriculum and a 2 hour one-on-one session that covers HUD required topics such as budgeting, mortgage qualification, shopping for a home and the loan process.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds shall be used for salary and fringe benefits for two (2) Housing Counselors.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to seventy-one (71) households (165 individuals) per month and to three hundred forty (340) unduplicated households during the year, at least fifty-one percent (51%) of those assisted shall be low- and moderate- income households. Low- and moderate- income status shall be demonstrated by the Agency through income certification of households served. Income eligibility determination of households served, 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). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files.

(E) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$6,911.55** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(F) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Household Monthly Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly roster of households served and shall be a requirement for reimbursement under this Agreement.

(G) REPAYMENT

The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(H) REPORTS

The Agency shall submit the following reports to HES:

1. **Direct Benefit Activities Form:** This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. **Monthly Performance Report:** This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9(H) of this Agreement.

2. THE COUNTY AGREES TO:

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$15,359**, and the reimbursement per household shall not exceed **\$45.17** per unduplicated household served. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Urban League of Palm Beach County, Inc.
1700 N. Australian Avenue
West Palm Beach, FL 33407

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R _____ - _____

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

Approved for Submission

Date

EXHIBIT "C"

HOUSEHOLD MONTHLY RECORD

Month: _____ Year: _____

[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 HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title) _____

(Date) _____

EXHIBIT "D"**DIRECT BENEFITS ACTIVITIES**Sub-Recipient/Program Name: The Urban League of Palm Beach County (CDBG) Agreement: R _____ - _____

Month/Year Reported: _____

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

Revised August 2007; Previous editions are obsolete.

* These totals must agree.

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

EXHIBIT "E"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

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

Agency: Urban League of Palm Beach County, Inc.

Address: 1700 N. Australian Avenue, West Palm Beach, FL 33407

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Urban League of Palm Beach County Inc						CONTACT NAME: Patrick Franklin									
PROGRAM: Housing Counseling						TITLE: President/CEO									
FY 2017-2018 PALM BEACH COUNTY CDBG						PHONE:(561) 833-1461 ext. 3003									
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
Housing Sr. Counselor	100%	\$54,000	14.82%	\$8,000		\$0		\$0		\$0	85.19%	\$46,000		\$0	\$54,000
Housing Counselor	100%	\$40,165	15.00%	\$6,025		\$0		\$0		\$0	85%	\$34,140		\$0	\$40,165
Housing Counselor	100%	\$33,530		\$0		\$0		\$0		\$0	100%	\$33,530		\$0	\$33,530
Housing Counselor	100%	\$36,005		\$0		\$0		\$0		\$0	100%	\$36,005		\$0	\$36,005
Clerical Specialist	100%	\$17,037		\$0		\$0		\$0		\$0	100%	\$17,037		\$0	\$17,037
		\$180,736		\$14,025		\$0		\$0		\$0		\$166,711		\$0	\$180,736
Fringe Benefits:															
Payroll Taxes	100%	\$19,078	6.99%	\$1,334		\$0		\$0		\$0	93.01%	\$17,744		\$0	\$19,078
Health	100%	\$26,680		\$0		\$0		\$0		\$0	100%	\$26,680		\$0	\$26,680
Retirement	100%	\$4,853		\$0		\$0		\$0		\$0	100%	\$4,853		\$0	\$4,853
		\$50,611		\$1,334		\$0		\$0		\$0		\$49,277		\$0	\$50,611
Sub-Total Personnel		\$231,347		\$15,359		\$0		\$0		\$0		\$216,989		\$0	\$231,347
B. OPERATING COSTS															
1 Professional Fees															
	Audit Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Program Expenses		\$15,578		\$0		\$0		\$0		\$0	100%	\$15,578		\$0	\$15,578
3 Program Supplies		\$3,500		\$0		\$0		\$0		\$0	100%	\$3,500		\$0	\$3,500
4 Postage/Shipping		\$500		\$0		\$0		\$0		\$0	100%	\$500		\$0	\$500
5 Travel/Transportation		\$1,200		\$0		\$0		\$0		\$0	100%	\$1,200		\$0	\$1,200
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$20,778		\$0	\$20,778
C. ADMINISTRATIVE COSTS		\$23,135		\$0		\$0		\$0		\$0	100%	\$23,135		\$0	\$23,135
TOTAL PROGRAM BUDGET				\$15,359		\$0		\$0		\$0		\$258,901		\$0	\$275,260

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
VITA NOVA, INC.**

THIS AGREEMENT entered into on _____, 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 **Vita Nova, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **3111 S. Dixie Highway – Suite 245, West Palm Beach FL 33405** and its Federal Tax Identification Number as **65-0298299**

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 CDBG Program 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 has made **\$11,023** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2017-2018 Action Plan, and **Vita Nova, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Vita Nova, Inc.**, to implement such undertakings of the CDBG Program.

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Vita Nova, Inc.**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "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 Exhibit A of this Agreement. One Hundred percent (100%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide supportive housing and life skills training to youths who have aged out of the foster care system as described herein. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(I) (A) & (B).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. 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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **ELEVEN THOUSAND TWENTY-THREE DOLLARS (\$11,023)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. 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-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HES proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HES 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 HES. Invoices will not be honored or approved if received by HES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) 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.

(C) 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 HES 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 HES and approved by HES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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 and 2 CFR 200, which are incorporated herein by reference.

(E) 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.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements, as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

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. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one 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 and 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, at least fifty-one 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 Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES 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.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$750,000 of Federal awards, the Agency shall comply with the provisions of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were 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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. 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

16. 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 or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds 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 for a minimum of five (5) 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.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data 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 HES.

Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. The Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) 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.

(B) 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 agrees that this coverage shall be provided on a primary basis.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Economic Sustainability".** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent

allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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 the Agency's existing or planned projects or activities. The Agency agrees to maintain a level of activities, 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.

21. 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 HES provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200;

- (C) 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;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) 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;
- (J) The Agency's Personnel Policies and Job descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. 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.

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

27. 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.

28. AMENDMENTS

The County or the Agency 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Vita Nova, Inc.
3111 S. Dixie Hwy – Suite 245
West Palm Beach, FL 33405
Attn: Jeff Demario, CEO

COUNTY:

Jonathan Brown, Director
Dept. of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

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

32. 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).

33. DRUG - FREE WORKPLACE

The Agency shall 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

36. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. 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.

42. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

(AGENCY SEAL)

VITA NOVA, INC.

By: Frank Gulisano
Frank Gulisano, Chair

By: Jeff Demario
Jeff Demario, CEO

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. AGENCY OBLIGATIONS:

(A) SCOPE OF SERVICES

Through Vita Nova Village, the Agency shall provide supportive housing and life skills training services to youths aging out of foster care who are homeless or are at risk of becoming homeless. The Agency shall provide the services to its homeless clients living at 1316 Alpha Street, West Palm Beach with other clients who live off campus and coming to the facility for training.

(B) COORDINATION OF SERVICES

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

(C) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds will be used for the partial salary for one (1) Life Skills Coordinator and for operating costs associated with the Program.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County and from all other sources, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to seventeen (17) duplicated persons per month and twenty-five (25) unduplicated homeless youths annually. At least fifty-one percent (51%) of the beneficiaries of the Agency's services in connection with this Agreement shall be Low- and Moderate-Income Persons defined as homeless youths, or youths at risk of becoming homeless, ages 18 to 25 who have aged out of foster care.

For the purposes of this Agreement, the Agency is required to maintain written documentation verifying all persons assisted under this Agreement are "homeless" or are low and moderate income and at risk of becoming homeless. Upon HES' request, the Agency shall provide such written verification. For the purposes of this Agreement, "homeless", "homeless individuals", and "homeless persons" 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 and is:
 - 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;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals); or

- An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in a shelter or place not meant for human habitation immediately before entering the institution;
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - The primary nighttime residence will be lost within fourteen (14) days of the application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - Have not had a lease, ownership interest, or occupancy agreement in permanent housing and any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
 - Have experienced persistent instability as measured by two moves or more during the sixty (60) day period immediately preceding the date of application for homeless assistance; and
 - 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 (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(E) HOMELESS SERVICES

Maintain and follow written intake procedures to ensure compliance with the "homeless" definition as described in Exhibit "A", Section D of this Agreement. The procedures must include documentation at intake of the evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:

1. Acceptable evidence of homelessness of an individual or family:
 - Certification by the individual or head of household seeking assistance;
 - Written observation by an outreach worker of the conditions where the individual or family was living; or
 - A written referral by another housing or service provider.
2. Acceptable evidence that a person resided in a shelter facility or is exiting an institution where he resided for ninety (90) days or less:
 - Any one of the three documents described above; and
 - A written referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time the individual resided in the institution.
3. Acceptable evidence that a person or family will imminently lose their housing must include one of the following:
 - A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days;
 - For individuals or families leaving a hotel room not paid by Federal, State or Local government resources, evidence that individual or family lacks the resources necessary to reside there for fourteen (14) days; or

- An oral statement by the individual or head of household seeking assistance that the owner or renter of the housing in which they are residing will not allow them to stay for more than fourteen (14) days. This statement must be documented and verified; and
 - Certification by the individual or head of household seeking assistance that no subsequent residence has been identified; and
 - Self-certification or other written documentation that the individual or family lacks the financial resources and support networks needed to obtain permanent housing.
4. Acceptable evidence of homelessness for unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless:
- Certification by the individual or head of household seeking assistance; written observation by an outreach worker of the conditions where the individual or family was living; or referral by another housing or service provider;
 - Certification by the individual or head of household seeking assistance and any supporting documentation that the individual or family has moved two or more times during the sixty (60) day period immediately before applying for assistance; and
 - Written diagnosis from appropriate licensed professional or an intake observation of disability that is to be confirmed within forty-five (45) days of the application for assistance by and appropriate professional.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$4,960.35** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES. **The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All invoices (reimbursement requests) shall include an original invoice cover sheet, provided as Exhibit "B" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record, provided as Exhibit "C" attached hereto, shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) REPAYMENT

The Agency shall repay the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

(I) REPORTS

The Agency shall submit the following reports to HES:

1. Direct Benefit Activities Form: This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. Monthly Performance Report: This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Report shall be submitted no later than the 10th day of each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9(H) of this Agreement.

(J) CLIENT MANAGEMENT INFORMATION SYSTEM

As a precondition to receiving funding hereunder, the Agency shall participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency shall, within ten (10) days of entering into this Agreement, make arrangement through HES to obtain access to CMIS, and shall on a continuous basis during the term of this Agreement enter all information required by CMIS into such system as relates to the Agency's activities undertaken in connection with this Agreement. Failure of the Agency to do so may be regarded by the County as basis for the termination of this Agreement.

2. COUNTY OBLIGATIONS:

- (A) Reimburse the Agency on a **monthly basis** for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$11,023** and the reimbursement rate per homeless youth shall be **\$54.03** per month per youth based on an average of seventeen (17) youths per month served. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Vita Nova, Inc.
3111 S. Dixie Highway – Suite 245
West Palm Beach Florida 33405

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R _____ - _____

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

Approved for Submission

Date

EXHIBIT "C"
Client Daily Record

Reimbursement for Month of _____

NAME OF CLIENT/CODE IDENTIFIER	COMPONENTS FOR UNIT OF CASE MANAGEMENT/THERAPY OFFERED					TOTAL UNITS
	EDUCATION	VOCATIONAL	FINANCIAL	SOCIAL/EMOTIONAL HEALTH	HEALTH AND WELLNESS	
TOTAL NUMBER OF UNITS FOR WHICH REIMBURSEMENT IS BEING REQUESTED						

Amount being requested computed at \$ _____ per unit for _____ units = \$ _____

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)

Agreement: R_____ -

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	Racial Category	#Total		# Hispanic		
								This Month	YTD	This Month	YTD	
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:					
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
							Native Hawaiian/Other Pacific Islander:					
							American Indian/Alaskan Native & White:					
							Asian & White:					
							Black/African American & White:					
							Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					
						TOTAL	_____*	_____**	_____	_____		
Total Unduplicated Number Served Year-to-Date (YTD):	_____**	_____	_____	_____	_____	_____**						
												This Month
												YTD

* These totals must agree.

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

EXHIBIT "E"

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Vita Nova, Inc.

Address: 3111 South Dixie Highway – Suite 245
West Palm Beach, FL 33405

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: Vita Nova, Inc.					CONTACT NAME: Mr. Jeff DeMario										
PROGRAM: Vita Nova					TITLE: CEO										
FY 2017-2018 PALM BEACH COUNTY CDBG					PHONE: 561.689.0035										
A. PERSONNEL EXPENSES															
Salaries:															
	ETE	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 (Fundraising Events)	% Alloc to Program	Other Funding (Other Grants)	Total
Program Manager	1	\$59,000	100	\$0		\$0		\$0		\$0		\$59,000		\$0	\$59,000
Case Manager	1	\$38,000	100	\$0		\$0		\$0		\$0		\$38,000		\$0	\$38,000
Life Skills Trainer	1	\$32,000	100	\$5,800		\$0		\$0		\$0		\$26,200		\$0	\$32,000
Evening Staff	1	\$40,166	100	\$0	0	\$0		\$0		\$0		\$40,166		\$0	\$40,166
	0	\$0	0	\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	4	\$169,166		\$5,800		\$0		\$0		\$0		\$163,366		\$0	\$169,166
Fringe Benefits:															
Health / Dental				\$0		\$0		\$0		\$0		\$18,299		\$0	\$18,299
Pension				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Payroll Taxes				\$0		\$0		\$0		\$0		\$13,821		\$0	\$13,821
				\$0		\$0		\$0		\$0		\$32,120		\$0	\$32,120
Sub-Total Personnel				\$5,800		\$0		\$0		\$0		\$195,486		\$0	\$201,286
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		\$4,526		\$0	\$4,526
Contract Help				\$0		\$0		\$0		\$0		\$11,964		\$0	\$11,964
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$48,886		\$0	\$48,886
3 Supplies				\$5,223		\$0		\$0		\$0		\$87,859		\$0	\$93,082
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$29,048		\$0	\$29,048
5 Utilities				\$0		\$0		\$0		\$0		\$30,230		\$0	\$30,230
Subtotal Operating Costs				\$5,223		\$0		\$0		\$0		\$212,513		\$0	\$217,736
C. ADMINISTRATIVE COSTS															
						\$0		\$0		\$0		\$15,505		\$0	\$15,505
TOTAL PROGRAM BUDGET				\$11,023		\$0		\$0		\$0		\$423,504		\$0	\$434,527