

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: October 17, 2017	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department
Submitted By: Community Services
Submitted For: Division of Human and Veteran Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract for Provision of Services with Farmworker Coordinating Council of Palm Beach County, Inc., for the period October 1, 2017, through June 30, 2019, in an amount not to exceed \$84,000 for services to homeless individuals, to provide rent and utility assistance to families in need.

Summary: In 2013, the Florida Legislature created the Homeless Prevention Grant Program to provide emergency financial assistance to families facing the loss of their housing due to a financial crisis. In accordance with Section 420.624, Florida Statutes, the 2016 DCF Homeless Prevention Grant Application was submitted by the Division of Human and Veteran Services, which serves as the Lead Agency for the Continuum of Care. The Board of County Commissioners ratified the application on August 16, 2016. The funding is subcontracted with Farmworker Coordinating Council, of Palm Beach County, Inc. They will provide financial assistance, such as rental and utility assistance for families in need. Annie L. Monroe, an employee of Farmworker Coordinating Council of Palm Beach County, Inc. is a member of the Farmworker Program Advisory Board. This board provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section. 2-443, of the Palm Beach County Code of Ethics. All funds must be expended no later than June 30, 2019. A report is due to the Department of Children and Families (DCF) providing one-year follow up. DCF is requiring the grant be in force through the end of the reporting period. **No County match funds are required.** (Division of Human and Veteran Services) Countywide (HH)

Background and Justification: Since 2006, the Division has acted as the lead agency for the local Palm Beach County Continuum of Care. The Homeless Prevention Grant Application is funded though Federal Temporary Assistance for Needy Families (TANF) funding. The County serves as a pass thru for these grant funds.

Attachments: Contract for Provision of Services

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Recommended by: <u><i>J. Farmer</i></u>	<u>9/29/17</u>
Department Director	Date
Approved By: <u><i>Nancy L Bolton</i></u>	<u>10/05/17</u>
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	42,000	42,000			
External Revenue	(42,000)	(42,000)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-	-0-			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Budget: Yes X No

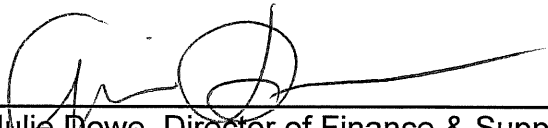
Budget Account No.:

Fund 0001 Dept. 148 Unit 1355 Obj. 3401 Program Code HP13 Program Period Var.

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

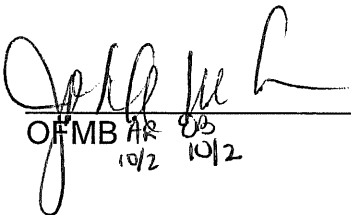
Source of funding is DCF. No County match funds are required.

C. Departmental Fiscal Review:


Julie Dowe, Director of Finance & Support Services


III. REVIEW COMMENTS

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

 10/2/17
OFMB AR 10/2 10/2

 10/4/17
Contract Development and Control

B. Legal Sufficiency:

 10/4/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Farmworker Coordinating Council of Palm Beach County, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1830267.

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

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Services in **Exhibit A**. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 13. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 2 – SCHEDULE

The AGENCY shall commence services on October 1, 2017 and complete services on June 30, 2019.

Monthly billing or reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed Eighty-Four Thousand Dollars (\$84,000). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit A** for services rendered toward the completion of the Scope of Work.

All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
2. A properly completed and signed Monthly Performance Report (**Exhibit D**)
3. A properly completed and signed Monthly Invoice (**Exhibit E**)
4. A properly completed Minimum Performance Measures Report (**Exhibit F**)
5. A properly completed Financial Reconciliation Statement (**Exhibit G**)

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than June 30, 2019 of each fiscal year. Any amounts not submitted by June 30, 2019 shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

ARTICLE 4 - AVAILABILITY OF FUNDS

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

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS

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

Any increase or decrease of funding within the designated contract amount may be approved in writing by the Department Director, at his discretion, up to ten percent (10%) on a cumulative basis of the contract amount during the contract term. Such requests for changes must be made in writing by the Agency to the Department Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that the U.S. Department of Housing and Urban Development (HUD) reduces the grant amount to the County, the County will notify the Agency in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.

ARTICLE 7 - INSURANCE

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

A. Commercial General Liability The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.

B. Business Automobile Liability The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY doesn't own any automobiles, the Business

Automobile Liability requirement shall be amended allowing AGENCY to maintain 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. AGENCY shall provide coverage on a primary basis.

C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.

D. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

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

F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. 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.

H. Umbrella or Excess Liability If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. Certificate of Insurance Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 28, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

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

Subsequently, the AGENCY shall, during the term of this Contract and prior to each renewal thereof, provide such 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

ARTICLE 8 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold 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 and as a result of their performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 10 – FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 11 - NONDISCRIMINATION

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

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if AGENCY does not have a written non-discrimination policy, or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 12 - REMEDIES

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

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, **Exhibit A** are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the Department for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported on **Exhibits D and F**. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. The AGENCY must maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "H"** on accounting for all funds expended hereunder no later than 30 days from the contract end date.
- F. Reimburse funds to COUNTY that are deemed misused, misspent or unspent.
- G. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner AGENCY in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

I. AGENCY Engagement

Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about CSD: who it is, its role in funding, how it works, and what they-the taxpayers-are funding.

The names and logos of the Agency or program funded under this Contract and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency's website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display CSD and County logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using CSD and County funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the CSD and County.

Specific Activities – Recommended:

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Contract or the program funded under this Contract so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a funder.
- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

<http://discover.pbcgov.org/communityservices/Pages/default.aspx>

- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

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

ARTICLE 14 – ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the 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 interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring AGENCY and contract/agreement/grant number.

C. Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under

Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human & Veterans Services
Contract & Grant Coordinator
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 15 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics and 24 CFR 576.404. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 16 - DRUG-FREE WORKPLACE

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

- A.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B.** Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and

employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 16, Paragraph A.

D. In the statement specified in Article 16, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

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

ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY'S representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

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

ARTICLE 21 - PUBLIC ENTITY CRIMES

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

ARTICLE 22 - EXCUSABLE DELAYS

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

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

ARTICLE 23 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440 as amended.

ARTICLE 25 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.

- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

Wendy Tippet, Director
Division of Human Services
810 Datura Street, Suite 350

West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Sergio Palacio, Executive Director
Farmworker Coordinating Council of Palm Beach County, Inc.
1313 Central Terrace
Lake Worth, Florida 33460

ARTICLE 29-AUTHORITY TO PRACTICE

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

ARTICLE 30-REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 31-CRIMINAL HISTORY RECORDS CHECK

If AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 32 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies

With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 33 - 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 Contract.
- 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 contract term and following completion of the Contract, if the Agency does not transfer the records to the public agency.
- D. Upon completion of the Contract 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 Contract, 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 Contract, 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 Contract. 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 CONTRACT, 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.

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ARTICLE 34 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 – Modifications of Work.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Paulette Burdick, Mayor

WITNESS:



Signature

Carlos M. Perez

Name Typed

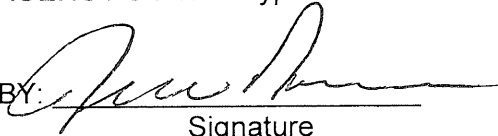
59-1830267

AGENCY'S Federal ID Number

AGENCY:

Farmworker Coordinating Council of Palm Beach County, Inc.

AGENCY'S Name Typed

BY: 

Signature

Sergio M. Palacio

AGENCY'S Signatory Name Typed

Executive Director

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Department of Community Services

By: 

Department Director

HOMELESS PREVENTION SCOPE OF WORK

I. Clients to be Served

a. General Description

This contract is funded through the TANF (Temporary Assistance for Needy Families) Homelessness Prevention Grant program, pursuant to section 414.161, Florida Statutes, for families with minor children who are at risk of losing their housing and becoming homeless due to a financial or other crisis. The grant assistance may be used to pay past due rent, mortgage or utility bills for up to four (4) months of bills, and program administration costs not to exceed three (3) percent of the grant award.

b. Client Eligibility

1) Applicants eligible to receive services under this contract must:

- a. Reside in Florida;
- b. Have at least one household member, that may include a minor child, who is a United States citizen, lawful permanent resident or lawful qualified alien;
- c. Have at least one minor child, who is not married or divorced, residing in the household;
- d. Be a parent or relative caregiver of the child residing in the household;
- e. Have a household monthly income of less than 200% of the federal poverty level as published annually by the U.S. Department of Health and Human Services (see **Exhibit B**); and
- f. Applicants who do not meet the criteria for qualified alien may be provided services if a child or other family household member is a U.S. citizen or qualified alien. If no family household member is a U.S. citizen or qualified alien, the AGENCY shall contact the contract manager for assistance in determining eligibility.

2) A qualified alien under TANF and 8 U.S.C. 1641 refers to:

- a. Legal permanent residents
- b. Asylees
- c. Refugees
- d. Aliens paroled into the U.S. for at least one year
- e. Aliens whose deportations are being withheld
- f. Aliens granted conditional entry prior to April 1, 1980
- g. Battered alien spouses, battered alien children, the alien parents of battered children and alien children of battered parents who fit certain criteria
- h. Cuban/Haitian entrants
- i. Victims of trafficking

II. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

1) The AGENCY shall develop a written case plan and conduct mandatory case management for each family approved for financial assistance. The case plan shall set forth all of the costs that will be covered in the contract, as well as the total dollar amount

of assistance to be provided. The case plan shall spell out the family's goals for housing stability along with a proposed timeframe to achieve these goals. The agency shall develop and utilize an application for all persons seeking assistance.

2) AGENCY will submit monthly the Monthly Performance Report (**Exhibit D**), and Monthly Invoice (**Exhibit E**).

3) AGENCY will submit monthly a Minimum Performance Measures Report for Families Still Housed (**Exhibit F**) beginning October 1, 2017 and a final report due July 10, 2018 to the Division of Human Services detailing the number of families who remained stably housed at least twelve (12) months after the last date of assistance. In addition, the AGENCY will identify method used to contact clients to obtain housing status.

4) AGENCY shall develop, maintain and retain a case file of each family applying for assistance. The case file shall contain all information required to determine eligibility of the family, along with the determination.

5) AGENCY shall capture and enter information on each family assisted into the local Homeless Management Information System of the Continuum of Care planning area.

6) Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.

2. Eligibility Determination. The AGENCY shall determine eligibility for those households with Minor Children only. Individuals are not eligible for this program.

a. Families must reside in Florida and have at least one household member who is a United States citizen, a lawful permanent resident, or qualified alien resident. The household must contain at least one Minor Child under the age of 18 living in the household full-time. If the Minor Child is 19, he or she must be a full-time student in a secondary school or at the equivalent level of vocational or technical training. A Minor Child does not include anyone who is married or divorced. An adult who applies for the grant assistance must be either the parent or relative caregiver of the minor child residing in the household.

b. The household monthly income must be less than 200% of the federal poverty level as per **Exhibit B**.

c. If a parent applies who is not a U.S. citizen, lawful permanent resident, or qualified alien, the family can still be assisted if a child or other family household member is a U.S. citizen, lawful permanent resident, or qualified alien. If no one in the household is U.S. citizen, lawful permanent resident, or qualified alien, please contact the contract manager for help in determining eligibility.

3. Case Management. The AGENCY shall provide case managers for the delivery of case management service to assist families through care coordination as outlined in the family case plan.

4. Case Plan. The AGENCY shall develop a case plan for each family assisted, setting forth what costs will be covered and the maximum level of assistance to be offered. The plan shall address the family's goals for housing stability. Each plan shall include:

- a. The type assistance to be delivered to the family;
- b. The anticipated date the case plan will be completed; and
- c. The AGENCY's schedule for monitoring the family's housing stability following the cessation of grant assistance.

5. Emergency Financial Assistance. The AGENCY shall provide emergency financial assistance to families at risk of homelessness. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage or utility company where the payment should be mailed.

6. Performance Reports.

The AGENCY shall submit monthly service reports (**Exhibit D and Exhibit F**) and one (1) final service report (**Exhibit H**) to the County Division of Human Services. Reports shall include the number of families who applied for assistance, the number of families assessed for eligibility, and the number of families receiving financial assistance.

7. Program Monitoring. The AGENCY shall track, monitor and report on each family assisted for at least twelve (12) months after the date of last assistance is provided to the family. The AGENCY shall submit a monthly report beginning November 1, 2017, and final reports by July 10, 2018 related to families still housed in the format provided by **Exhibit F** and submit to contract manager.

8. Case File. The AGENCY shall develop, maintain and retain a case file on each family applying for assistance. Documentation in the case file shall include, but is not limited to, the following:

- a. Eligibility information
- b. The Case Plan
- c. Documentation of household income and size
- d. Documentation of emergency financial assistance provided to the family; and
- e. Documentation of monitoring of the family.

9. Electronic Data Collection. The AGENCY shall use the HMIS (Homeless Management Information System) to submit information on each family assisted by the Homelessness Prevention Grant program.

III. Staffing Requirements

a. Staffing Levels

The AGENCY shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all of the above contract requirements.

b. Professional Qualifications

Proof of professional credentials and position descriptions documents shall be maintained in the employee's file and provided to the Department upon request.

IV. Deliverables

a. Service Units

A service unit consists of one month of supporting activities as identified in this Agreement. Services shall be performed as described in Task List, and the minimum level of service shall be to assist a minimum of twenty (20) families by June 30, 2017 and maintain follow up through June 30, 2017. A minimum of two (2) households per month must be served.

V. Records and Documentation

a. Confidentiality of Records

The AGENCY shall keep and maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The AGENCY further agrees to hold the Department harmless from any claim or damage, including reasonable attorney's fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the AGENCY of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

b. Reporting

- 1) The AGENCY agrees to submit invoices, budgets, expenditure and programmatic reports to the Department in the format, frequency and number of copies as specified in the following chart:

Table C-1 Reports				
Report Title	Report Frequency	Report Due Date	# of Copies Due	Human Services to Receive Report
Monthly Performance Client Report (Exhibit D)	Monthly w/ Invoice	10 th day of each month immediately following the month being reported	One (1)	Contract Manager 810 Datura Street Suite 350 West Palm Beach FL, 33401 mailto:tbostick@pbcgov.org

Table C-1 Reports				
Report Title	Report Frequency	Report Due Date	# of Copies Due	Human Services to Receive Report
Monthly Invoice (Exhibit E)	Monthly	10 th day of each month immediately following the month being reported	One (1) Each	Contract Manager 810 Datura Street Suite 350 West Palm Beach FL, 33401 mailto:tbostick@pbcgov.org
Minimum Performance Measures Report (Exhibit F)	Monthly w/Invoice	10 th day of each month immediately following the month being reported	One (1) Each	Contract Manager 810 Datura Street Suite 350 West Palm Beach FL, 33401 mailto:tbostick@pbcgov.org
Final Report of Families Still Housed (Twelve Month Report) (Exhibit H)	At least twelve (12) Months After Last Assistance Provided	July 10, 1017	One (1) Each	Contract Manager 810 Datura Street Suite 350 West Palm Beach FL, 33401 mailto:tbostick@pbcgov.org
Support of the Deaf and Hard of Hearing as specified in Exhibit A-1, Section 7 of the Scope of Work	Monthly	10 th day of each month immediately following the month being reported	The Office of Civil Rights Form Site: https://fs16.forms.site.com/DCFTTraining/Monthly-Summary-Report/formlogin.html	E-Mail Verification Receipt from System to Contract Manager: mailto:tbostick@pbcgov.org

2) Submit reports and invoices to the contract manager at the following address:

Division of Human Services
Tracie Bostick
Contract/Grant Coordinator
810 Datura Street Suite 350
West Palm Beach, FL 33401

VI. Performance Specifications. Performance measures will be reviewed on an annual basis.

a. Performance Measures. The performance standards are calculated per term for each Federal Fiscal Year (FFY) within the contract. Financial Consequences found in **Exhibit F** will be imposed if the performance measures below are not meet.

- 1) At least eighty-five (85%) of families assisted shall remain stably housed and avoid becoming homeless at least twelve (12) months following the last date of assistance pursuant to section 414.161(5), Florida Statutes.
- 2) One hundred percent (100%) of all families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stably, and the anticipated date of plan completion.
- 3) One hundred percent (100%) of the minimum number of families applying for, being assessed for eligibility, and/or receiving financial assistance for the period of the payment request will be assisted.

b. Performance Evaluation Methodology

b.-1 Monitor the performance in achieving the performance measures in Section VI-1 according to the following methodology:

b.-1.1 For the measure in Section VI-1, the percentage of performance that meets the performance measure will be determined by dividing the number of families assisted who remained stably housed and avoided becoming homeless at least twelve (12) months following the last date of assistance by the total number of families assisted.

Numerator	Number of families assisted who remained stably housed and avoided becoming homeless at least twelve (12) months following the last date of assistance	Target = 85%
Denominator	Total number of families assisted	

b-1.2 For the measure in Section VI-.2, the percentage of performance that meets the performance measure will be determined by dividing the number of families deemed eligible to receive assistance that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion by the total number of families assisted.

Numerator	Number of families deemed eligible to receive assistance that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion	Target = 100%
Denominator	Total number of families deemed eligible for assistance	

b-1.3 For the measure in Section VI-3, the percentage of performance that meets the performance measure will be determined by dividing the number of families assisted by the total number of families applying for, being assessed for eligibility, and receiving financial assistance for the period of the payment request.

Numerator

Denominator

Number of families assisted

Total number of families applying for, being assessed for eligibility, and receiving financial assistance for the period of the payment request

Target =

100%

VII. METHOD OF PAYMENT

- 1) This is a cost reimbursement grant contract.
- 2) Total Contract Amount. This is a cost reimbursement contract. The County shall pay the AGENCY for delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed \$42,000, subject to the availability of funds.
- 3) Invoice Schedule. The AGENCY shall request reimbursement on a monthly basis through submission of a properly completed **Exhibit G, Financial Reconciliation Statement** - within fifteen (15) days following the end of the month for which reimbursement is being requested along with **Exhibits C, D, E, F** an original cover memo on AGENCY letterhead signed by the Authorized AGENCY Representative .

VIII. Financial Consequences

- 1. This contract shall have financial consequences related to failure of the AGENCY to perform under the terms of the agreement and pursuant to section 287.058(1)(h) and 215.971(1)(c), F.S. The AGENCY shall make payable to the COUNTY the amount of the penalty within 30 days after being notified in writing by the Contract/ Grants Coordinator. If the AGENCY fails to reimburse the COUNTY, the COUNTY has the right to refuse to grant any new grant agreement or contract awarded through the COUNTY for any services, until said reimbursement is received.
- 2. Should the AGENCY fail to meet the criteria for the acceptance for deliverables specified in **Exhibit D**, the COUNTY, after determining the absence of mitigating circumstances, shall impose a financial penalty not to exceed 2% of the amount that would otherwise be due to the AGENCY for the period of non-compliance and deduct said amount from the invoice.

IX. Supporting Documentation Requirements.

- 1. Documentation of all expenses incurred under a cost reimbursement grant must accompany the properly completed invoice. In addition to the documentation

required in Table C1, documentation also includes, but is not limited to the following:

- a. **Professional Service Fees** on a time/rate basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include timesheets or a time log and copies of canceled payroll checks or payroll register. The State's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.
- b. **Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documents.
- c. **Expenses.** Receipts are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, etc.)
- d. **Travel.** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business. TANF funds may be used for travel when such travel is to HUD sponsored training.
- e. **Service Delivery Documentation.** The AGENCY must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this grant agreement may be withheld until the evaluation and reports due from the AGENCY and adjustments thereto have been received and approved by the COUNTY.

X. SPECIAL PROVISIONS

1. Mandatory Reporting Requirements

The AGENCY and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the AGENCY, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable

incidents shall be reported to the Department's Office of the Inspector General by completing a Notification/Investigation Request (form CF1934) and emailing the request to the Office of the Inspector General at ig_complaints@dcf.state.fl.us. The AGENCY may also mail the completed form to the Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

2. Employment Eligibility Verification

(a) **Definitions.** As used in this clause—

(1) "Employee assigned to the contract" means all persons employed during the contract term by the AGENCY to perform work pursuant to this contract within the United States and its territories, and all persons (including Subcontractors) assigned by the AGENCY to perform work pursuant to the contract with the Department.

(2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime AGENCY or another Subcontractor.

(b) **Enrollment and verification requirements.**

(1) The AGENCY shall—

(i) **Enroll.** Enroll as an AGENCY in the E-Verify program within 30 calendar days of contract award (**Exhibit I**);

(ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the AGENCY to perform work pursuant to the contract with the Department shall be verified as employment eligible within three (3) business days after the date of hire; and

(2) The AGENCY shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the AGENCY's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment..

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the AGENCY is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the AGENCY, then the AGENCY must reenroll in E-Verify.

(c) **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS web site: <http://www.dhs.gov/E-Verify> .

(d) Individuals previously verified. The AGENCY is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the AGENCY through the E-Verify program.

(e) Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011, do not require employment eligibility verification through E-verify.

(f) Evidence. Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

(g) Subcontracts. The AGENCY shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

6. The Provider represents and warrants that the prices and terms for its services under the Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90 days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in the Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective dates of this Contract (for other contract in effect as of that date) or the date they were first contract or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit (EXHIBIT K) no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

7. Health Insurance Portability and Accountability Act.

In compliance with 45 CFR s.164.504(e), the AGENCY shall comply governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to this contract.

5. Support to the Deaf or Hard of Hearing

The AGENCY shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 795, as implemented by 45 C.F.R. Part 84, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 as implemented by 28 C.F.R. Part 35. The AGENCY will have direct service employees complete the online training: Serving our Customers who are Deaf or Hard of Hearing and sign the Attestation of Understanding. Link is listed below:

<http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/training>

Direct service employees will print their certificate of completion, attach it to their Attestation of Understanding and maintain them in their personnel file. AGENCY will submit Monthly Summary Report Log by the 10th day of each month.

I. THE COUNTY AGREES TO:

A. Provide up to \$42,000 in Grant Year 17-18 funding for the following budget line items to be expended no later than June 30, 2018:

Budget Line Item Description	Amount
1. Rental or Mortgage Assistance	\$29,800
2. Utility Assistance – electric, gas, water, sewer only	\$1,000
3. Case Management – Salaries and Benefits	\$9,940
4. Administration	\$1260
TOTAL:	\$42,000

Provide up to \$42,000 in Grant Year 18-19 funding for the following budget line items to be expended no later than June 30, 2019:

Budget Line Item Description	Amount
1. Rental or Mortgage Assistance	\$29,800
2. Utility Assistance – electric, gas, water, sewer only	\$1,000
3. Case Management – Salaries and Benefits	\$9,940
4. Administration	\$1260
TOTAL:	\$42,000

- B. Provide technical assistance to ensure compliance with DEPARTMENT, Department of Children and Families, and applicable State, Federal, County and Local regulations and this contract.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with federal regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY's reporting to DEPARTMENT on program activities.

EXHIBIT B

Federal Poverty Guidelines

Household Income Limits

Families applying for assistance under the Homelessness Prevention Grant (TANF) must have at least one (1) child under the age of eighteen (18). The adult who applies for the grant assistance must be either the parent, or the relative caregiver of the minor child residing in the household. If there is a child who is eighteen (18), but not yet nineteen (19), the child must be attending high school, a General Education Development (GED) program, a trade school, or other career training program on a full-time basis. A minor child cannot be married or divorced. Families must reside in Florida full-time and have at least one (1) member of the household who is a United States citizen or lawful permanent resident.

The household income must be less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services. The household income means both earned and unearned income received in the month in which the family applies for assistance. Earned income is income received from employment or self-employment, including wages, salary, tips, commissions and bonuses. Unearned income is income received for which there is no performance of work, or provision of services as an employee or self-employed person. The income of all members of the household shall be reported in determining eligibility of the family for assistance. The family's housing emergency shall be the result of a financial or other crisis, as documented by the lead agency, or its sub-recipient.

2016 Income Eligibility Guidelines:

Persons in family/household	Poverty guideline
1	\$23,760
2	32,040
3	40,320
4	48,600
5	56,880
6	65,160
7	73,460
8	81,780
For families/households with more than 8 persons, add \$4,160 for each additional person.	

Applicable State and Federal Definitions

(Please also see Chapter 414, Florida Statutes, and 45 C.F.R. § 263)

From section 414.0252, Florida Statutes:

1. "Alternative payee" means an individual who receives temporary assistance payments on behalf of a minor.
2. "Applicant" means an individual who applies to participate in the temporary family assistance program and submits a signed and dated application.
3. "Department" means the Department of Children and Families.
4. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense that results in the physical injury or death of one family or household member by another.
5. "Family" means the assistance group or the individuals whose needs, resources, and income are considered when determining eligibility for temporary assistance. The family for purposes of temporary assistance includes the minor child, a parent, or caretaker relative who resides in the same house or living unit. The family may also include individuals whose income and resources are considered in whole or in part in determining eligibility for temporary assistance but whose needs, due to federal or state restrictions, are not considered. These individuals include, but are not limited to, ineligible noncitizens or sanctioned individuals.
6. "Family or household member" means spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time.
7. "Homeless" means an individual who lacks a fixed, regular, and adequate nighttime residence or an individual who has a primary nighttime residence that is:
 - (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, and transitional housing for the mentally ill;
 - (b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
8. "Minor child" means a child under 18 years of age, or under 19 years of age if the child is a full-time student in a secondary school or at the equivalent level of career training, and does not include anyone who is married or divorced.
9. "Participant" means an individual who has applied for or receives temporary cash assistance.
10. "Public assistance" means benefits paid on the basis of the temporary cash assistance, food assistance, Medicaid, or optional state supplementation program.

11. "Relative caretaker" or "caretaker relative" means an adult who has assumed the primary responsibility of caring for a child and who is related to the child by blood or marriage.
12. "Temporary cash assistance" means cash assistance provided under the state program certified under Title IV-A of the Social Security Act, as amended.

From 45 C.F.R. § 263.0:

b) The term "administrative costs" means costs necessary for the proper administration of the TANF program or separate State programs.

(1) It excludes direct costs of providing program services.

(i) For example, it excludes costs of providing diversion benefits and services, providing program information to clients, screening and assessments, development of employability plans, work activities, post-employment services, work supports, and case management. It also excludes costs for contracts devoted entirely to such activities.

(ii) It excludes the salaries and benefits costs for staff providing program services and the direct administrative costs associated with providing the services, such as the costs for supplies, equipment, travel, postage, utilities, rental of office space and maintenance of office space.

(2) It includes costs for general administration and coordination of these programs, including contract costs and all indirect (or overhead) costs. Examples of administrative costs include:

(i) Salaries and benefits of staff performing administrative and coordination functions;

(ii) Activities related to eligibility determinations;

(iii) Preparation of program plans, budgets, and schedules;

(iv) Monitoring of programs and projects;

(v) Fraud and abuse units;

(vi) Procurement activities;

(vii) Public relations;

(viii) Services related to accounting, litigation, audits, management of property, payroll, and personnel;

(ix) Costs for the goods and services required for administration of the program such as the costs for supplies, equipment, travel, postage, utilities, and rental of office space and maintenance of office space, provided that such costs are not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;

(x) Travel costs incurred for official business and not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;

(xi) Management information systems not related to the tracking and monitoring of TANF requirements (e.g., for a personnel and payroll system for State staff); and

(xii) Preparing reports and other documents.

EXHIBIT C

LETTERHEAD STATIONERY

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

I hereby certify that by personal examination of the records of this Agency that these expenses, as supported by the attached statements, were made on behalf of this agency for the purposes specified in its approved request for funding. Refer to Palm Beach County Board of County Commissioner Contract # _____.

Authorized Agency Representative

Monthly Performance Report

Agency Name: Farmworker Coordinating Council of Palm Beach County, Inc.
Contract Number: _____
Total # of families to be served under this Contract: 20

Total # of families served this service month: _____ (minimum is 2)
Total # of families served to-date: _____

Report Date

Due Date

Reporting Month/Year: _____ / _____ 10th day of the month following
service

FOR THIS REPORTING PERIOD:

Total # of families seeking assistance:

Total # of families assessed for eligibility:

Total eligible families assessed for
eligibility:

Past due rent: _____
Past due mortgage: _____
Past due utilities: _____

Total families assisted with:

Past due rent: _____
Past due mortgage: _____
Past due utilities: _____

Total Award \$ _____
Total funding for this period \$ _____
Remaining funding \$ _____

Report completed by: _____ Date: _____

Report completed by: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.

Minimum Performance Measures Report
Farmworker Coordinating Council of Palm Beach County, Inc

Service Month: _____ Prepared by _____

1. Program Stability

- a. # of families assisted who remained stably housed and avoided becoming homeless at least (12) months following the last date of assistance _____
 - b. Total # of number of participants who were discharged _____
 - c. Percentage of families assisted who remained stably housed and avoided becoming homeless at least twelve (12) months following the last date of assistance. (a divided by b) _____
- The standard target for this measure is: 85%

2. Plan to Achieve Housing Stability

- a. # of families deemed eligible to receive assistance that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion. _____
 - b. Total # of families deemed eligible to receive assistance _____
 - c. Percentage of families that have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date of plan completion (a divided by b) _____
- The standard target for this measure is: 100%

3. Families Assisted

- a. # of families assisted for the period of payment requested. _____
 - b. Total # of families applying for, being assessed for eligibility, and receiving financial assistance for the period of the payment requested. _____
 - c. Percentage of families assisted (a divided by b) _____
- The standard target for this measure is: 100%

Signature: _____ Date: _____

Signature: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract between Palm Beach County ("the County") and Agency Name ("Farmworker Coordinating Council of Palm Beach County, Inc.") **[Contract Number]** effective _____, 201__, for ____ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Contract;

OR

☐ There were under expenditures in the amount of \$_____, which pursuant to the _____ Contract/Agreement, will be returned to Palm Beach County by _____ **[date]**; all other funds were spent in accordance with the provisions of the Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

Signature

Date

Print Name

Homelessness Prevention Grant Program
Final Report of Families Housed

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

Contract Number: _____

Contract Period: _____

Total # families served this grant period: _____

Number of families assisted with:

Overdue rent: _____

Overdue mortgage: _____

Overdue utilities: _____

Final Reporting:

Of the families assisted during this grant period, how many remained stably housed 12 months after the last date of assistance? _____

Methods used to determine stability: _____

Report completed by: _____ Date: _____

Report completed by: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Friday, July 21, 2017

Simple View

Certificate Images

Documents

Insured: Farmworker Coordinating Council of Palm Beach County, Inc.

Insured ID: 024HS02FY15

Status: Compliant (with overrides)

ITS Account Number: PLC1292

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/20/2017			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$0	X
Personal And Advertising Injury:	\$500,000	\$0	X
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 3/17/2018			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$500,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 6/1/2018			
<u>Professional Liability</u>			
Expiration: 10/15/2018			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$1,000,000	

Notifications (Show All)

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

FARMWORKER COORDINATING COUNCIL
OF PALM BEACH COUNTY, INC.

INDEX

- 1. Bylaws - Revised May 26, 2010
Reviewed March 11, 2016**
- 2. Amended Articles of Incorporation - Revision Approved
February 14, 1986 with the Florida Secretary of State.**

discharge this obligation through communication with the Executive Director who shall act as an advisor to the Committee. The Board of Directors has final responsibility for determining the personnel policies, and the Executive Director has the responsibility to apply these policies. The Personnel Committee shall annually review and approve current and new job categories with their attached descriptions and salary ranges.

ARTICLE X (Executive Director)

The Executive Director shall be responsible for the day-to-day operation of the Corporation. He or she shall be accountable to and selected by the Board of Directors and shall serve at their pleasure. The Executive Director shall be responsible for selecting and supervising employees of the Corporation, planning programs and policies, securing and maintaining proper funding for the Corporation and such other duties as these Bylaws or the Directors shall specify.

ARTICLE XI (Budget)

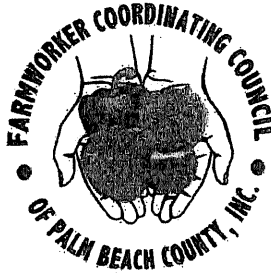
An annual budget shall be prepared by the Executive Director and Finance Committee and submitted to the Board of Directors for approval for a period to commence July 1st of each year. The budget shall reflect the policies and programs of the Board of Directors, developed in cooperation with the Executive Director and staff, and complying with guidelines and requirements of all governmental and private funding sources.

ARTICLE XII (Compensation)

No director shall receive any compensation or other thing of value from the corporation. No employee of the Corporation shall receive anything of value other than compensation for services, as determined by the Board and Executive Director in accordance with the budget, from the Corporation. Corporation equipment, facilities and assets shall not be used for the personal benefit of any director or employee but shall be used exclusively for the charitable purposes of the corporation as determined by the Board.

ARTICLE XIII (Contracts)

The Executive Director, with the approval of the Executive Committee, may enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation.



Board Minutes

April 25, 2017

Farmworker Coordinating Council 1123 Crestwood Blvd, Lake Worth, Florida

Our Mission:

To promote self-sufficiency and improve the quality of life of migrant and seasonal farmworkers through education, advocacy, and access to services.

Present: Dean Luce, Jeannette Molina, Bernie Smith, Freddy Asencio, David Eakin, Suzy (Scarborough) Moore and Ex-officio member: Sergio Palacio.

Absent: Gayle Zavala, Ilsa Dickinson and Aleida Salvador-Harbeck

Guests: Carlos Perez – Director of Programs for FWCC and Elena Contreras – PNC Business Banker and non-board member of FWCC's Audit Committee.

1. Call to Order: There was quorum and thus meeting was called to order by President Dean Luce at 6:05 p.m.

2. Approval of Agenda: David made a motion to approve the agenda and Bernie seconded. The board voted to approve the agenda.

3. Approval of Minutes: Bernie made the motion to approve the minutes for March 2017 and Freddy seconded. The board voted to approve the minutes.

4. Treasurer's Report: David presented the report for the period ending March 31, 2017. Our year-to-date revenues are \$594,403.83 with our total expenses for the year-to-date being \$587,461.41 leaving us with a net income of \$6,942.42.

In our Reserve Accounts we have \$294,806.35. In our Flores/Detweiler Scholarship Account, we have \$132,234.32. We have \$261,958.65 in our Operating Account. There is \$3,453.13 in our Micro Loan Fund. The balance in our Building Fund is \$70,851.82. With all these accounts, our total Cash stands at \$763,304.27.

YTD Total Income comparison between the 9 months ending March 31, 2017 and March 31 2016 shows that we're at \$594,403.83 compared to \$787,396.22 last year. Our Total Expense for the same time period shows that we have spent \$587,461.41 compared to

\$781,376.35 last year. Our YTD Net Income is \$6,942.42 compared to \$6,019.87 last year.

5. Committee Reports:

- 1.) **Finance Committee** – Approval was granted for our ED to continue to sign contracts on behalf of the agency.
- 2.) **Personnel Committee** – Natacha Francois in our Belle Glade office has accepted another position; Patricia Washington has been re-hired to fill the vacancy. Her resignation letter and exit interview have been added to her file.
- 3.) **Fund Raising Committee** – The following items were discussed:
 - The Chipotle fundraiser raised \$152.50.
 - The Comedy Club fundraiser we had on April 7th brought in about \$1,100.
 - Suzy will follow up with Brio about having a dinner there.
 - The Great Give is scheduled for May 17th.
 - The Sparkle of Life Ladies Luncheon will be held on Saturday, June 24th. Space is limited to 40 so please RSVP to Gayle Zavala and/or Andrea Perez as soon as you can.
- 4.) **Scholarship Committee** – No applicants this past month so committee did not meet.
- 5.) **Micro Loan Committee** – No applicants this past month so committee did not meet.
- 6.) **Long Range Planning** – No meeting this past month.
- 7.) **Facilities Committee** - No need to meet this month.
- 8.) **Audit Committee** – met at 5:00 PM today; after reviewing proposals from Daskal Bolton, Holyfield Thomas, and Friedman, Feldmesser & Karpeles. The Committee agreed to recommend the firm of Friedman, Feldmesser & Karpeles to the BOD.

6. ACTION ITEMS:

- 1.) **Election of Officers:** Bernie made a motion to re-appoint all current officers for another 2-year term; Suzy seconded the motion and all members voted to approve.
- 2.) **Selection of Audit Firm:** David reported on the Audit Committee meeting and made a motion to the Board to accept the committee's recommendation; motion was seconded by Freddy and all members voted to approve.
- 3.) **Executive Director Evaluation:** Dean informed the BOD that our Executive Director's evaluation had been completed.

OTHER BUSINESS:

Carlos and Sergio went over some of the grants that they've been working on and the new programs that – if the funding comes through – will be implemented. Specifically they spoke of the People in Need Program (PIN) and Youth Education Support Services (YESS).

Sergio presented to the BOD his thoughts on holding a 40th Anniversary Gala next spring. He'll provide an update at the next board meeting.

ADJOURNMENT: Bernie made the motion to adjourn and Jeannette seconded. The board voted to adjourn. The meeting was adjourned at 7:10 pm.

NEXT MEETING DATES: TUESDAY, MAY 23, 2017 at 6:00pm

Minutes respectfully submitted by: S. Palacio for Gayle Zavala– FWCC Secretary.



Dean Luce, President of the Board

5/23/17

Date