



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**


Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$122,850				
External Revenue					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$122,850</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Budget: Yes X No      
 Does this item include the use of federal funds? Yes     No X


Budget Account No.:  
 Fund 0001 Dept. 740 Unit 2000 Obj. 8201 Program Code N/A Program Period N/A

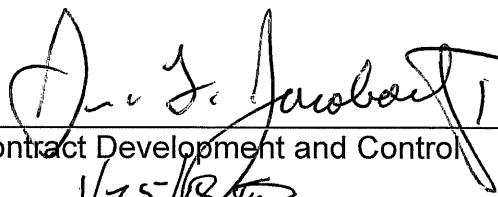
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Funding provided by Palm Beach County Ad Valorem funds.

**C. Departmental Fiscal Review:**   
 Julie Dowe, Director of Financial and Support Services

**III. REVIEW COMMENTS**

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

 1/23/18  
 OFMB <sup>EB</sup> 1/23/18 (PDD) 1/23/18  
 sp 1/23/18

 1/26/18  
 Contract Development and Control  
 1/25/18

**B. Legal Sufficiency:**

 1-26-18  
 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 The Salvation Army, A Georgia Corporation 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 58-0660607.

**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 January 1, 2018 and complete services on September 30, 2018.

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 One Hundred Twenty Two Thousand Eight Hundred Fifty Dollars (\$122,850). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set

forth in **Exhibit B** 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 E**)
2. A properly completed and signed Monthly Allocation Worksheet and Monthly Bed Occupancy Report (**Exhibit C and D**)
3. A properly completed Financial Reconciliation Statement (**Exhibit F**) at the end of the operating period.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, of each contract year. Any amounts not submitted by September 30 of each contract year 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.

**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 [psc@instracking.com](mailto:psc@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. Where applicable, if religious affiliation is a bone-fide occupational qualification (BFOQ), such restrictions shall be allowed

**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: C and D**. 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 "F"** 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.
- H.** AGENCY shall verify that the insurance information is in compliance by contacting Insurance Tracking System (ITS) website at [www.instracksing.com](http://www.instracksing.com) prior to submitting the signed contracts.
- 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.

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 Tippett, 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:

The Salvation Army  
Carolyn Denese Wright, Business Manager  
2100 Palm Beach Lakes Blvd.  
West Palm Beach, Florida 33409

**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.**

**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.

*Remainder of page intentionally left blank.*

**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**

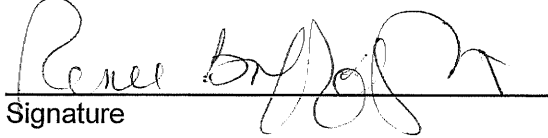
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida**

**BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Melissa McKinlay, Mayor

**WITNESS:**

  
Signature

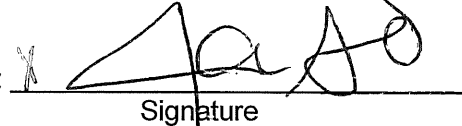
RENEE BUFFINGTON

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
58-0660607  
AGENCY'S Federal ID Number

**AGENCY:**

The Salvation Army,  
a Georgia Corporation  
\_\_\_\_\_  
AGENCY'S Name Typed

BY:   
Signature

JAMES K. SEILER

\_\_\_\_\_  
AGENCY'S Signatory Name Typed

TREASURER

\_\_\_\_\_  
AGENCY'S Signatory Title Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS:**

**Community Services Department**

By:   
Department Director

**SCOPE OF WORK**

**DESCRIPTION OF SERVICES FOR THE SALVATION ARMY, a Georgia Corporation:**

The AGENCY shall provide emergency shelter at The Center of Hope to nine (9) homeless male individuals identified and referred for placement by the Palm Beach County Homeless Outreach Program. The shelter must provide a safe environment regardless of race or color, natural origin, religion, sex, disability, familial status, age, gender identity or expression, or sexual orientation. The shelter operates twenty-four (24) hours a day, 365 days a year. Services include but are not limited to the following: bed and linens, showers, food, supervision and locker storage. AGENCY cannot require clients to attend religious functions, services or meetings. AGENCY must comply with the Palm Beach County Continuum of Care Emergency Shelter standards <http://discover.pbcgov.org/communityservices/humanservices/HHADocuments/2015-PBC-Emergency-Shelter-Standards.pdf>

**MONITORING/REPORTING:**

Desk audits will be conducted monthly by the County to determine programmatic and fiscal compliance.

Annually, the County will review case records on-site to verify provision of Services identified in Description of Services and compliance with Emergency Shelter Standards.

**BILLING/PAYMENTS:**

Monthly, **Exhibits C, D, and E must be** submitted by the tenth of each month for reimbursement.

All invoice billings for services relative to this contract must be submitted to Human Services by September 30, 2018.

**EXHIBIT B**

**SCHEDULE FOR PAYMENT AND UNITS OF SERVICES**

**Agency: Salvation Army**

<b>Definition of a Unit of Service for Operations at Center of Hope</b>	<b>Number of guests</b>	<b>Cost Per Unit of Service</b>
A unit of service is defined as one night of shelter per guest.	Up to 9 guests per night	\$50

**Maximum Amount Authorized**

**\$ 122,850**

All expenditures and activities must be in compliance with the Scope of Work (**Exhibit A**).

**Monthly Allocation Worksheet  
Palm Beach County Department of Community Services  
Division of Human Services**

Reimbursement Month and Year: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Program/Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of nights	# of guests	Total	# of Units	Cost per Unit	Total	Total
Shelter	\$50	\$							
<b>TOTAL</b>		\$							

Current Request Total: \$ \_\_\_\_\_

**Certification:** I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

\_\_\_\_\_  
Authorized Agency Representative Signature

\_\_\_\_\_  
Date



**MONTHLY BED OCCUPANCY RATE**

**Report for month of \_\_\_\_\_**

Please provide the following information for the last day of the month listed above.

Resident Unique Identifier	Date of Entry*	Date of Exit*	Number of Nights	Total cost
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Comments:

---

---

---

---

Submitted by: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

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

EXHIBIT F

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract between Palm Beach County ("the County") and Agency Name **[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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2018

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

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

PRODUCER  <b>CHESTERFIELD INSURANCE AGENCY</b> P.O. BOX 237  <b>GREEN, OH 44232-0237</b>	CONTACT NAME: <b>DEANNA CIPRIANO</b>	
	PHONE (A/C, No, Ext): <b>(330) 896-7639 X 8123</b> FAX (A/C, No): <b>330-896-6548</b> E-MAIL ADDRESS: <b>DEANNA.CIPRIANO@TPA4TSA.COM</b>	
INSURED  <b>THE SALVATION ARMY, A GEORGIA CORPORATION</b> 1424 NORTHEAST EXPRESSWAY ATLANTA, GA 30329-2088	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>ZURICH AMERICAN INS. CO</b>	<b>16535</b>
	INSURER B: <b>THE SALVATION ARMY RISK TRUST</b>	<b>N/A</b>
	INSURER C: <b>THE SALVATION ARMY, A GEORGIA CORP.</b>	<b>N/A</b>
	INSURER D: <b>AMERICAN ZURICH INSURANCE COMPANY</b>	<b>40142</b>
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** 103825                      **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		<b>SELF INSURED RETENTION</b>	<b>01/01/18</b>	<b>01/01/19</b>	EACH OCCURRENCE \$ <b>500,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>500,000</b> GENERAL AGGREGATE \$ <b>500,000</b> PRODUCTS - COMP/OP AGG \$ <b>500,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>BAP 9300525-15</b>	<b>01/01/18</b>	<b>01/01/19</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>100,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>500,000</b>	<input checked="" type="checkbox"/>		<b>TRUST #19578500</b>	<b>01/01/18</b>	<b>01/01/19</b>	EACH OCCURRENCE \$ <b>3,500,000</b> AGGREGATE \$ <b>3,500,000</b>
<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		<input checked="" type="checkbox"/>	<b>WC 9300799-15</b>	<b>01/01/18</b>	<b>01/01/19</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<input checked="" type="checkbox"/> <b>AUTO LIABILITY EXCESS</b>			<b>SELF-INSURED RETENTION</b>	<b>01/01/18</b>	<b>01/01/19</b>	<b>\$400,000 XS OF \$100,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
COVERAGE APPLIES TO THE SALVATION ARMY 2100 PALM BEACH LAKES BLVD, WEST PALM BEACH, FLORIDA 33409-6692 AS RESPECTS TO THE SALVATION ARMY WEST PALM BEACH, FLORIDA CENTER OF HOPE TRANSITIONAL HOUSING PROGRAM.  
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS C/O THE DEPARTMENT OF COMMUNITY SERVICES LOCATED AT 810 SATURA STREET, WEST PALM BEACH FLORIDA 33401 PROFESSIONAL LIABILITY IS INCLUDED IN THE UMBRELLA LIABILITY COVERAGE LISTED ON THE

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>PALM BEACH COUNTY</b> C/O COMMUNITY SERVICES DEPARTMENT 810 DATURA STREET WEST PALM BEACH FLORIDA 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Deanna M Cipriano</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2018

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

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

<p>PRODUCER</p> <p><b>CHESTERFIELD INSURANCE AGENCY</b> P.O. BOX 237</p> <p><b>GREEN, OH 44232-0237</b></p>	<p>CONTACT NAME: <b>DEANNA CIPRIANO</b></p> <p>PHONE (A/C, No, Ext): <b>(330) 896-7639 X 8123</b>      FAX (A/C, No): <b>330-896-6548</b></p> <p>E-MAIL ADDRESS: <b>DEANNA.CIPRIANO@TPA4TSA.COM</b></p>
<p>INSURED</p> <p><b>THE SALVATION ARMY, A GEORGIA CORPORATION</b> 1424 NORTHEAST EXPRESSWAY ATLANTA, GA 30329-2088</p>	<p>INSURER(S) AFFORDING COVERAGE      NAIC #</p> <p>INSURER A: <b>ZURICH AMERICAN INS. CO</b>      16535</p> <p>INSURER B: <b>THE SALVATION ARMY RISK TRUST</b>      N/A</p> <p>INSURER C: <b>THE SALVATION ARMY, A GEORGIA CORP.</b>      N/A</p> <p>INSURER D: <b>AMERICAN ZURICH INSURANCE COMPANY</b>      40142</p> <p>INSURER E:      </p> <p>INSURER F:      </p>

**COVERAGES      CERTIFICATE NUMBER: 103824      REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDL INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SELF INSURED RETENTION	01/01/18	01/01/19	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 9300525-15	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000	X		TRUST #19578500	01/01/18	01/01/19	EACH OCCURRENCE \$ 3,500,000 AGGREGATE \$ 3,500,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9300799-15	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>AUTO LIABILITY EXCESS</b>			SELF-INSURED RETENTION	01/01/18	01/01/19	\$400,000 XS OF \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

COVERGE APPLIES TO THE SALVATION ARMY CENTER OF HOPE TRANSITIONAL HOUSING PROGRAM LOCATED AT 2100 PALM BEACH LAKES BLVD, WEST PALM BEACH, FL 33409.  
 LOCATION # 382-909-003  
 ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

<p><b>CERTIFICATE HOLDER</b></p> <p>PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC (ITS) P.O. BOX 20270 LONG BEACH, CA 90801</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Deanna M Cipriano</i></p>
--	---

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF  
THE SALVATION ARMY**

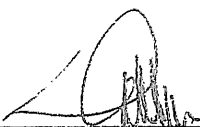
A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT the Board of Trustees of The Salvation Army, a Georgia Corporation for The Salvation Army Palm Beach County Area Command authorizes **Kenneth Luyk**, Divisional Commander, to sign on the behalf of the Corporation the Palm Beach County Board of County Commissioners Agreement for HUD ESG funds for The Salvation Army Palm Beach County Center of Hope Transitional Housing Program for the 2017-18 fiscal year.


BE IT FURTHER RESOLVED THAT for the purpose of consummating said transaction, the President, **DONALD C. BELL**, or Vice President, **RALPH BUKIEWICZ**, or Treasurer/Assistant Secretary, **JAMES K. SEILER**, or Trustee, **WILLIAM G. MOCKABEE**, or Assistant Treasurer **STEPHEN ELLIS**, or Secretary, **WARD MATTHEWS**, or Trustee, **JOHN T. NEEDHAM**, or Trustee, **MARGARET MCGOURN**, or Trustee, **DEBI BELL**, or Trustee, **SUSAN BUKIEWICZ**, or Assistant Secretary, **MELANIE MATHIS BRACKETT**, or Contracting Officer, **ANDREW WILEY** are authorized, directed and empowered to issue, sign and deliver, as the act and deed of this Corporation.

I, Ward Matthews, Secretary of The Salvation Army, a Georgia Corporation, do hereby certify that the foregoing is a Resolution adopted by the Board of Trustees of said Corporation at a meeting held on the 27th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this Corporation on this 27th day of July, 2017.

  
\_\_\_\_\_  
Ward Matthews, Secretary

Sworn to and subscribed before me this 27th day of July, 2017.

  
\_\_\_\_\_  
Notary Public

