

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2019 [X] Consent [] Regular [] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement between the Palm Beach County Board of County Commissioners and The Homeless Coalition of Palm Beach County, Inc. for Mutual Cooperation...

Summary: The Homeless Coalition of Palm Beach County, Inc. (Coalition) was established in 1983 as a private non-profit corporation committed to advocating and educating on behalf of the homeless...

Background and Justification: In January 2006, Department of Human and Veteran Services began serving as the Lead Entity for the Palm Beach County Homeless Continuum of Care (CoC).

Attachments: Agreement between Palm Beach County Board of County Commissioners and the Homeless Coalition of Palm Beach County, Inc.

Recommended By: [Signature] Department Director

[Signature] 6/24/19 Date

Approved By: [Signature] Assistant County Administrator

[Signature] 6/28/19 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	37,500	150,000	150,000	150,000	150,000
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	37,500	150,000	150,000	150,000	150,000
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.:
 Fund 0001 Dept 148 Unit 1331 Object 3401 Program Code Program Period
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B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding provided by Palm Beach County Ad Valorem funds. This Agreement will be funded by the elimination of two (2) vacant Ad Valorem positions.

C. Departmental Fiscal Review: mad
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

<u> Palom Securo 6/28/19</u> OFMB 6/24	<u> Andy Sant 6/28/19</u> Contract Development and Control 6/28/19 TW
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B. Legal Sufficiency:

 Helen Caldwell 6-28-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE HOMELESS COALITION OF PALM BEACH COUNTY, INC. FOR MUTUAL COOPERATION

THIS agreement is made and entered into as of this _____ day of _____, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (the "COUNTY"), and The Homeless Coalition of Palm Beach County, Inc., a Florida not-for-profit Corporation, (the "Coalition") a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 65-0125852.

WITNESSETH:

WHEREAS, the COUNTY has served as the Lead Entity for Homeless Services as recommended by the community and designated by the U. S. Department of Housing and Urban Development ("HUD") in January 2006; and

WHEREAS, the Coalition was established in 1983 as a private non-profit corporation to advocate and educate on behalf of the homeless, and has continued these efforts to date; and

WHEREAS, 57 individuals representing 38 agencies and interest groups came together under the Continuum of Care to address the cause of ending homelessness, beginning in April 2006, meeting regularly leading up to the formation of the Homeless Advisory Board and culminating with the adoption of the Ten Year Plan to End Homelessness in Palm Beach COUNTY on September 23, 2008; and

WHEREAS, the COUNTY and the Coalition worked together on multiple events and committees towards the implementation of the Ten Year Plan to End Homelessness, and any and all subsequent Community Plans to end homelessness (the Community Plan) as adopted by the Palm Beach County Board of County Commissioners in Palm Beach County; and

WHEREAS, the COUNTY and the Coalition are committed to the goal of ending homelessness as detailed in the Ten Year Plan to End Homelessness in Palm Beach COUNTY; and

WHEREAS, the COUNTY and the Coalition recognize that it will take the community coming together to collaborate under the Community Plan; and

WHEREAS, the COUNTY and the Coalition recognize the advantages of establishing a collaboration to advocate and educate on behalf of the homeless in Palm Beach County and to pursue fundraising in support of the Community Plan; and

WHEREAS, the COUNTY and the Coalition desire to memorialize their understanding and clearly define their respective cooperative roles related to advocacy and education on behalf of the homeless; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**ARTICLE 1
RECITALS**

The recitals as set forth above are true and correct and are incorporated herein by reference.

**ARTICLE 2
OFFICE SPACE**

2.1 Use and Occupancy of the Office Space. The COUNTY shall provide the Coalition with office space (the "Premises") in a Palm Beach County, Department of Community Services ("Department") facility which shall be used solely and exclusively for general office purposes by the Coalition's Chief Executive Officer (defined in Section 3.1), administrative assistant, and any other employees and/or volunteers of the Coalition who are necessary to support the goals of the Community Plan. The office space will be limited to seven (7) cubicle spaces and one (1) office. The COUNTY will evaluate the Coalition's office space needs in the future. The Coalition shall have the right to use the Premises for as long as the building is managed by the Department, unless this Agreement has expired or been otherwise terminated, or the Coalition's rights have been otherwise revoked as provided for in Section 6.1 of this Agreement. Additional provisions on the use of and restrictions regarding the Premises are in the attached Exhibit "A", incorporated herein.

**ARTICLE 3
CHIEF EXECUTIVE OFFICER**

3.1 Appointment of Chief Executive Officer. The Coalition shall employ a qualified individual (the Chief Executive Officer) who shall perform fundraising for Homeless Resource Centers and the Community Plan; and provide oversight for the daily management and operation of the Homeless Coalition. The Coalition may recommend the appointment or dismissal of the Chief Executive Officer and support staff; however the Coalition must inform the COUNTY'S Community Services Department Director of the Coalition's recommendation.. If the COALITION deems it necessary to remove the Chief Executive Officer without being able to receive input from the Department Director, the Coalition shall inform the Department Director as soon as possible as to the decision and what actions are being taken.

3.2 Term of Agreement. The term of this Agreement shall be for three (3) months, starting July 2, 2019 and will automatically renew annually thereafter for ten (10) one (1) year terms ending on September 30, 2029, unless terminated by the parties as provided in section 6.1 and section 6.14.

3.3 Compensation of Chief Executive Officer and support staff. The Chief Executive Officer and support staff of the Coalition shall be employees solely of the Homeless

Coalition. The COUNTY shall pay to the Coalition for services rendered under this Agreement not to exceed a total amount of ONE MILLION FIVE HUNDRED THIRTY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$1,537,500), of which THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$37,500) is budgeted in FY2019, with AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

The annual amount of \$150,000 is to be used for Compensation of the Coalition's Chief Executive Officer and support staff.

The Coalition will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **Exhibit "C"** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this contract are set forth in Exhibit C. All requests for payments of this Contract shall include an original cover memo on Coalition letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The Coalition is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30th of each fiscal year. Any amounts not submitted by September 30th, 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 Coalition pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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 Coalition and necessary adjustments have been approved by the COUNTY. In the event that the Coalition has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

Final Invoice: In order for both parties herein to close their books and records, the Coalition will clearly state "final invoice" on the Coalition's final/last billing to the COUNTY. This shall constitute the Coalition'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 Coalition.

In order to do business with Palm Beach County, Agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the Coalition intends to use sub-agencies, the Coalition must also ensure that all sub-agencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the Coalition and all of its sub-agencies are registered in VSS.

3.4 Commencement of Services. The Chief Executive Officer shall agree to commence services on July 1, 2019.

3.5 Services. The Chief Executive Officer shall perform, but not be limited to, the services outlined in Exhibit B – Scope of Work.

3.6 Liaison between COUNTY and Coalition. The Chief Executive Officer shall be the liaison between the COUNTY and the Coalition. This liaison relationship will be the primary means of communication between the parties to this Agreement. Nonetheless, there will be occasional communications among the COUNTY's personnel, the COUNTY, and the officers and directors of the Coalition. The Chief Executive Officer or Coalition designee may attend any Palm Beach County Board of County Commissioners (BCC) meetings.

3.7 Coalition Employees. Coalition staff shall not be employees of Palm Beach County. This Agreement establishes that staff shall be housed at a Community Services building unless otherwise assigned for the purpose of performing duties under this Agreement. Except as expressly provided herein, the Coalition's Chief Executive Officer shall oversee and have day-to-day management authority over all staff of the Coalition in regard to day-to-day operations of the Coalition.

ARTICLE 4 FUNDING AND BUDGET

4.1 Funding. The cooperative funding of the Coalition shall be utilized for the benefit of the community. In addition to cooperatively funding the Coalition, the COUNTY and the Coalition may separately supplement or enhance the homeless system of care funding at their discretion. The Coalition shall, throughout the term of this Agreement, use its best efforts to continue to provide funding for the management and operation of the Coalition.

4.2 Availability of Funds. The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the BCC.

4.3 Fundraising. Fundraising activities of the Coalition will support and further the goals of the Community Plan. These efforts may include marketing, public relations, special events, programs and other fundraising. Every effort will be made to seek new sources of funds and donors.

4.4 Grants. The Coalition will respond to proposals and seek grant funds to support operating expenses. The Coalition does not provide direct services to the homeless and therefore will not compete with local providers for service dollars.

4.5 Sponsoring Opportunities. As part of the fundraising referred to in subsection 4.3, the parties anticipate that such fundraising will include sponsoring opportunities ("Sponsorships"), the right to sponsor through the dedication of a building, room or other area of the Homeless Resource Centers ("HRC") in West Palm Beach and any other HRCs that may be established while this Agreement is in effect. The Coalition will work with the Homeless Advisory Board (the HAB) and Department Director to develop a schedule of Sponsorships that will include the object to be dedicated; the period(s) available for dedication (i.e. there could be 1, 3, 10 year Sponsorships or any other); and the amount to be donated for each such Sponsorship. In soliciting donations for Sponsorships, the Coalition agrees and acknowledges:

- a. Prior to announcing or advertising or in any way offering dedications to public, the Coalition will submit a Facilities Sponsorship Plan (FSP) to the Department Director for review and approval. The FSP shall at a minimum include, 1) all facilities or features to be offered by sponsorship, 2) the minimum sponsorship value for each sponsorship opportunity, 3) the proposed locations of forms of sponsorship recognition, 4) the size, material and mounting detail for each type of sponsorship recognition, 5) the standard and optional message for the sponsorship recognition, 6) the process and time frames by which proposed sponsors will be submitted to the Department Director and approvals/denials returned, 7) the standard sponsorship agreement form to be used, and 8) the process by which the Coalition and the COUNTY will consider changes to the standard agreement form. The FSP will be approved by the Department Director after having sought and received approval from the Facilities Development & Operations Department.
- b. Dedications which will negatively impact the COUNTY or promote anything offensive to the general public, or which will be perceived by COUNTY to be offensive to the public, will negatively impact the fundraising effort, and, thus, are not permitted. The COUNTY prohibits the selection of Sponsorship dedications (the "Chosen Dedication(s)") which are defamatory, libelous, slanderous, obscene or unlawful. The COUNTY also prohibits the selection of Chosen Dedications which promote tobacco, liquor of any type, exotic dancing, religious or political groups or any other Chosen Name which the COUNTY determines to be inappropriate or likely to interfere with the goal of generating capital from the exchange of dedication opportunities for fundraising.

- c. The Coalition shall submit Chosen Dedication to the Department Director for approval by the COUNTY Administrator or his designee prior to executing an agreement with the donor for a Chosen Dedication.
- d. In the event of a casualty loss, the Chosen Name(s) of the HRC (or its applicable component(s)) shall be placed on the restored or replaced building or selected component for the remainder of the sponsorship term; however, the Coalition acknowledges and agrees that COUNTY shall have no obligation to replace or restore the building or any component should the HRC be destroyed or damaged. The Coalition agrees and acknowledges that the donation agreements between the Coalition and its donors shall include a provision to this effect.
- e. The Coalition agrees that 100% of all funds raised pursuant to this Section 4.5 shall be transferred to the COUNTY for the support of HRC operations and programming.

4.6 Quarterly Reporting. The Coalition shall provide to the COUNTY reports, including but not limited to:

Financial:

- a. An annual profit/loss statement; and
- b. Any other information required under this Agreement.
- c. A Bank Statement of current assets, if requested.

Programmatic:

- a. Number of households served monthly
- b. Cost per household
- c. Number of individuals accessing clothing closets
- d. Number of HRC alternative meals sponsored by "Breaking Bread-Breaking Barriers"
- e. Number of contacts made to landlords by "Housing Specialist"

4.7 Accounting Records; Audits. The Coalition shall conduct and provide to the Director an annual independent audit of the Coalition's records in conformity with generally accepted accounting procedures. The Coalition shall arrange for the operating account and records, including all books, records, bank accounts and accounting statements, to be audited as soon as possible after the end of each fiscal year, by a Florida licensed certified public accountant(s) selected by the Coalition.

The Coalition shall preserve and make available for audit and examination by the COUNTY all records described in this Section, as well as a copy of all business and income tax returns. The Coalition's records shall be open for inspection by the COUNTY for three (3) years after termination of this Agreement, except that such records shall be retained by the Coalition until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three (3) year period. All records will be made available

locally at the Chief Executive Officer's request within (5) days of said request. The Coalition shall allow the COUNTY, and its auditors to inspect said books and records, correspondence, memoranda and other information at all reasonable times during normal business hours.

4.8 The Mayor's Ball. The Homeless Coalition shall annually host the Palm Beach County's Mayor's Ball and Lewis Center Luncheon. All proceeds from the Mayor's Ball shall be received by the Coalition, which shall utilize said funds to further the implementation of the Community Plan. The COUNTY hereby determines that supporting the Mayor's Ball furthers the public purpose of ending homelessness in the COUNTY. However, if this agreement is terminated, the Homeless Coalition will cease and desist from using the name The Mayor's Ball or Lewis Center Luncheon.

4.9 Supplies. The Coalition is responsible for purchasing and maintaining office supplies and should not be using COUNTY supplies for day to day business or special events.

ARTICLE 5 BOARDS OF DIRECTORS and COMMITTEES

5.1 Seat on the HAB. The Coalition will recommend one Coalition board member, whose name shall be forwarded to the BCC, through the HAB, to be appointed to serve in a seat on the HAB designated for the Coalition upon execution of this Agreement. This seat shall remain in force for the duration of this Agreement. If the designated board member's term expires or if the member is no longer on the board of the Coalition, the selection process will be repeated. COUNTY staff will complete and submit the required paperwork and Agenda item for their appointment by the BCC to the HAB. The Coalition board member appointed must meet all the qualifications for membership as described in the HAB Resolution and By-laws.

5.2 Cooperation. The Coalition, HAB and Homeless and Housing Alliance (HHA) shall work together to avoid duplicative efforts working on the Community Plan. The Homeless Coalition will consult with the Department's Human Services Director prior to distributing funds to other Agencies or Entities. Agencies or Entities that receive more than \$10,000 annually will agree to enter services in the Homeless Management Information System and participate In the Continuum of Care.

ARTICLE 6 GENERAL PROVISIONS

6.1 Term and Dissolution of Agreement. This Agreement shall remain in full force and effect for the term as indicated in section 3.2, unless the COUNTY no longer serves as the Lead Entity for Homeless Services and the Resolution establishing the HAB is no longer in force or unless sooner terminated by mutual written agreement of the parties. This Agreement shall be dissolved upon the occurrence of the Coalition and the COUNTY either collectively or separately indicating they wish to dissolve it. The party moving to dissolve must give written notice explaining why and allow the receiving party not less than sixty (60) days to amenablely resolve any issues causing such a move to dissolve. In the event of termination of

this Agreement, assets and capital identified as belonging to the Coalition will remain with the Coalition, and assets and capital identified as belonging to the COUNTY, which includes but is not limited to funds specifically generated for support of the Ten Year Plan and the Community Plan, shall be identified as belonging to the County and shall remain with the COUNTY.

6.2 Validity. The COUNTY and the Coalition each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.

6.3 Office of the Inspector General. Pursuant to Palm Beach COUNTY Code Sections 2-421 through 2-440, as amended, Palm Beach COUNTY's Office of the Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to 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.

6.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the opportunity of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

6.5 Headings. The headings or captions of Sections and Subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

6.6 Assignment. The COUNTY and the Coalition 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 Coalition shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

6.7 Independent Contractor/Non-Delegation. The Coalition is, and shall be, in the performance of provisions pursuant to this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. Neither the COUNTY nor the Coalition has the authority to bind the other party in any promise, agreement or representation other than specifically provided for in this Agreement. Neither party shall have any contractual

obligation to any person or entity retained or engaged by the other party to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the either party's procurement of such services is solely the responsibility of the party procuring said services and each party hereby holds the other party harmless for same to the extent permitted by law. This Agreement does not constitute a delegation of the COUNTY's governmental or legislative functions. All decision-making related to the HRCs shall remain with the BCC.

6.8 Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Coalition warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Coalition represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Coalition shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Coalition retaliate against any person for reporting instances of such discrimination. The Coalition shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Coalition understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Coalition shall include this language in its subcontracts.

6.9 Full Agreement. This Agreement represents the entire understanding between the COUNTY and the Coalition, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6.10 Notices. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail to the following (unless ten days prior notice of a different address is given by either party):

As to the COUNTY:

PALM BEACH COUNTY
Community Services Department
Human Services Division
810 Datura Street, Suite 350
West Palm Beach, FL 33401

With a copy to:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

And

Palm Beach COUNTY
Attn: COUNTY Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Coalition:

President, Homeless Coalition of Palm Beach County, Inc.
810 Datura Street, Suite 350
West Palm Beach, FL 33401

With a copy to:

Chief Executive Officer, Homeless Coalition of Palm Beach County,
Inc.
810 Datura Street, Ste. 350
West Palm Beach, FL 33401

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

6.12 Annual Budgetary Funding. This Agreement and all obligations of COUNTY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations of the BCC.

6.13 Recording. The Coalition shall not record this Agreement, or any memorandum or short form thereof in the Public Records of Palm Beach County.

6.14 Termination. This Contract may be terminated by the Coalition upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to

perform in accordance with the terms of this Contract through no fault of the Coalition. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the Coalition or without cause upon ten (10) business days written notice to the Coalition. Unless the Coalition is in breach of this Contract, the Coalition shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the Coalition 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 the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

6.15 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 Coalition.

6.16 Excusable Delays The Coalition shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Coalition 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 Coalition's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the Coalition's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision 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.

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

6.18 Disclosure and Ownership of Documents The Coalition 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 Coalition 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, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

6.19 Independent Contractor Relationship The Coalition 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 Coalition's sole direction, supervision, and control. The Coalition shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Coalition'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 Coalition does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

6.20 Contingent Fees The Coalition warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Coalition 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 Coalition, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

6.21 Public Entity Crime As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Coalition certifies that it, its affiliates,

suppliers, and subcontractors 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).

6.22 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 Coalition of the COUNTY'S notification of a contemplated change, the Coalition 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 Coalition's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the Coalition 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 COALITION shall not commence work on any such change until such written amendment is signed by the COALITION and approved and executed on behalf of Palm Beach County.

6.23 Entirety of Contractual Agreement The COUNTY and the Coalition 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.

6.24 Criminal History Records Check The Coalition, Coalition's employees, subcontractors of Coalition and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Coalition is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Coalition acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the Coalition and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Coalition shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the Coalition or its subcontractor(s) terminates an employee who has been issued a badge, the Coalition must notify the COUNTY within two (2) hours. At the time of termination, the Coalition shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the Coalition if the Coalition 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated Coalition employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6.25 Regulations, Licensing Requirements The Coalition shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Coalition 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.

6.26 Scrutinized Companies

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Coalition certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **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 Coalition certifies that it, its affiliates, suppliers, and subcontractors 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 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 Coalition, 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

6.27 Public Records Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Coalition: (i) provides a service; and (ii) acts on behalf of the

County as provided under Section 119.011(2) F.S., the Coalition shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Coalition 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 Coalition 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 Coalition does not transfer the records to the public Coalition.
- D. Upon completion of the Contract the Coalition shall transfer, at no cost to the County, all public records in possession of the Coalition unless notified by County's representative/liason, 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 Coalition transfers all public records to the County upon completion of the Contract, the Coalition shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Coalition keeps and maintains public records upon completion of the Contract, the Coalition shall meet all applicable requirements for retaining public records. All records stored electronically by the Coalition 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 Coalition 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. Coalition 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 COALITION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COALITION'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 7 DEFINITIONS

7.1 “Continuum of Care” (COC) means the organization that participates in the local homeless assistance program planning networks that the U.S. Department of Housing and Urban Development (HUD) allocates HUD homeless assistance grants to. HUD introduced the CoC concept to encourage and support local organizations in coordinating their efforts to address housing and homeless issues and reduce homelessness.

7.2 “Department of Community Services building” means a facility operated by the Department of Community Services.

7.3 “Department” means the Palm Beach County Department of Community Services.

7.4 “Department Director” means the Director of the Palm Beach County Department of Community Services, a Palm Beach County employee under the direction of Palm Beach County Board of Commissioners.

7.5 “Homeless” includes five broad categories of homelessness, as follows:

- a person sleeping in a place not meant for human habitation or in an emergency shelter, and a person in transitional housing for homeless persons who originally came from the street or an emergency shelter;
- people who lived in a shelter or a place not meant for human habitation prior to temporarily residing in an institutional care setting would be considered homeless upon their exit;
- people who will imminently lose their housing and lack the resources and support networks needed to find other housing, including those who are being evicted within 14 days, people living in a hotel or motel and who lack the resources to stay for more than 14 days, people who are doubled up and must leave within 14 days (HUD now considers people who had to leave within 7 days to be homeless, although that was not specifically defined in statute);
- unaccompanied youth and homeless families who have not lived independently for a long time, have experienced persistent instability, and will continue to experience instability because of disability, health problem, domestic violence, addiction, abuse, or multiple barriers to employment; and
- People who are fleeing or attempting to flee domestic violence - HUD now considers people in this situation to be homeless, although it is not specifically defined in statute.

7.6 “Homeless Advisory Board” (HAB) means a board formed by Resolution R2007-0720 as amended by Resolution R2007-1693 of the Palm Beach County Board of County Commissioners chartered to prepare and oversee the implementation of a strategic plan to end homelessness in the County.

7.7 “Lead Entity” means the Coalition designated by the Continuum of Care, the State Office of Homelessness and HUD having the sufficient legal authority and administrative capacity to carry out the purposes of the homeless program on behalf of the local continuum.

7.8 “Community Plan” means New Community Plan to End Homelessness in Palm Beach County.

7.9 “Homeless and Housing Alliance” Operates as the Continuum of Care for Palm Beach County and oversees all Homeless Continuum of Care funding for in Palm Beach County.

7.10 “Ten Year Plan” means the County’s Plan to End Homelessness developed by the HAB and approved by the Board of County Commissioners on September 23, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK, CLERK
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk & Comptroller

By: _____
Mack Bernard, Mayor

THE HOMELESS COALITION OF PALM BEACH
COUNTY, INC.

DocuSigned by:
Sophia Eccleston

Sophia Eccleston, President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Debra C. Boyd*

APPROVED AS TO TERMS AND
CONDITIONS

DocuSigned by:
James Han

Department Director

APPROVED AS TO TERMS AND
CONDITIONS

By: *Don Army Wong*

FDO Department Director

EXHIBIT "A"
USE OF AND RESTRICTIONS REGARDING
THE PREMISES

The Homeless Coalition of Palm Beach County, Inc.

1. **License for Premises.** The Coalition shall have the non-exclusive license over, upon and across the Premises, together with the common area of the Building to allow the Coalition's employees and volunteers working within the Premises access to and use of the Premises for routine business and/or other purposes as authorized herein. The Coalition shall be entitled to use the Premises without charge. The COUNTY will provide the Coalition with office furniture, telephones, computers and access to general office equipment including a copier and fax machine and related office supplies.

Employees, furniture and equipment, located within the Premises, shall be arranged in a manner satisfactory to the Chief Executive Officer. The Coalition accepts the Premises in "as is" condition.

The Coalition may, in a manner mutually agreeable to the Coalition and the COUNTY, also use areas within the Building that are meant for shared use with other Department of Community Services Divisions (i.e. conference rooms/meeting rooms), including use of the Building's public common areas, to:

- a. Provide educational programs and presentations;
- b. Hold community meetings;
- c. Conduct Coalition Board meetings; and
- d. Conduct any other function, program or campaign that is consistent with the purpose and mission of the Coalition.

All such functions and activities must receive prior approval from the Department Director.

The Coalition, in conjunction with the Chief Executive Officer, shall establish policies and procedures with regard to staffing and job duties, space utilization, and permitted uses. Said policies and procedures shall include, but not be limited to, coordination between the COUNTY and the Coalition of said use. The Coalition shall, at the Coalition's sole cost and expense, comply with all regulations of federal, state, COUNTY, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Coalition or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and COUNTY ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses.** The Coalition shall not use, permit or suffer the use of the Premises or any other part of the Building for any other business or purpose

whatsoever, except as specifically set forth in Article 2 and this Exhibit "A" without the prior written approval of the Director of the COUNTY's Facilities Development & Operations Department (FDO)

3. **Improvements, Maintenance, Repairs and Utilities.** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY's sole cost and expense; provided however, in the event the Coalition damages the Premises, COUNTY shall complete the necessary repairs and the Coalition shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Coalition.
4. **Waste and Nuisance.** The Coalition shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or the Building or which may affect COUNTY's fee interest in the Premises. The Coalition shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **COUNTY's Right to Enter.** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License.** Notwithstanding anything to the contrary contained in this Agreement, the rights granted to the Coalition as set forth in Article 2 and this Exhibit "A" amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the Coalition. Upon Coalition's receipt of notice from COUNTY of the revocation of the license granted hereby, the Coalition shall vacate the Premises within thirty (30) days, whereupon the Coalition's right's of use pursuant to Article 2 of this Agreement shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
7. **Surrender of Premises.** Upon expiration or earlier termination of the Coalition's license to use the Premises, the Coalition, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

Indemnity To the extent permitted by law, Coalition shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or

destruction of property arising from or out of the occupancy or use by Coalition of the Premises or any part thereof; or any act, error or omission of Coalition, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

8. **Insurance.** The Coalition agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the Coalition is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Coalition under this Agreement.

The COALITION shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. COALITION 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 COALITION are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by COALITION under the contract.

A. **Commercial General Liability** COALITION shall maintain Commercial General Liability 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. COALITION shall provide this coverage on a primary basis.

B. **Business Automobile Liability** COALITION shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event COALITION doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing COALITION to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. COALITION shall provide this coverage on a primary basis.

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

D. Additional Insured COALITION 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." COALITION shall provide the Additional Insured endorsements coverage on a primary basis.

E. Waiver of Subrogation COALITION 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 COALITION 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 COALITION enter into such an agreement on a pre-loss basis.

F. Certificate(s) of Insurance Prior to execution of this Contract, COALITION shall deliver to the COUNTY'S representative as identified in Article 26, 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 Board of County Commissioners
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052,
Ft Lauderdale, FL 33309.

G. Umbrella or Excess Liability If necessary, COALITION 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 either 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.

H. 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.

EXHIBIT "B"

SCOPE OF WORK

- Supervise Homeless Coalition staff
- Identify and apply for potential grant funding for projects consistent with the Palm Beach County Homeless Plan.
- The Coalition will recommend at least one Board member to serve on the Homeless Advisory Board (HAB)
- The Coalition will attend recurring Homeless and Housing Alliance (HHA) meetings
- The Coalition will provide oversight and supervision of the clothing closet located at the Phillip D. Lewis Homeless Resource Center and Project Connect.
- The Coalition will provide oversight of Creating Housing Opportunities, Breaking Bread Breaking Barriers
- Lead fundraising activities of the Coalition to support and further the goals of the Community Plan. These efforts may include marketing, public relations, special events, programs and other fundraising.
- Respond to proposals and seek grant funds to support operating expenses. The Coalition does not provide direct services to the homeless and therefore will not compete with local providers for service dollars.
- Work on Sponsoring Opportunities as part of the fundraising referred to in subsection 4.2, and will work with the HAB and Department Director (who shall have final approval) to develop a schedule of Sponsorships that will include the object to be dedicated; the period(s) available for dedication (i.e. there could be 1, 3, or 10 year Sponsorships); and the amount to be donated for each such Sponsorship.
- Coordinate The Mayor's Ball and Lewis Luncheon. The Homeless Coalition shall annually host the Palm Beach County's Mayor's Ball and Lewis Center Luncheon.

EXHIBIT C

Agency: The Homeless Coalition of Palm Beach County

Description	Total FY2019	Total FY2020 - 2029	Total 10 Year and 3 Month Contract Amount
<p>Will be reimbursed at the actual cost of Services in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis and shall be reimbursed at the actual cost as presented in the monthly submission of the detailed general ledger and corresponding check register.</p>	<p align="center">\$37,500</p>	<p align="center">\$150,000 per fiscal year</p>	<p align="center">\$1,537,500</p>

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and COALITION Name ("COALITION") **[Contract Number]** effective _____, 20__, 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 Agreement/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 Agreement/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)
5/17/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Weekes & Callaway 3045 W. Atlantic Avenue Delray Beach, FL 33445 561 278-0448	CONTACT NAME: Regina Walker
	PHONE (A/C, No, Ext): 561-257-3711 FAX (A/C, No): 561-900-1944 E-MAIL ADDRESS: Regina.Walker@CBIZ.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Alliance of Nonprofits for insurance Ri	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	X	201940046	05/12/2019	05/12/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			201940046	05/12/2019	05/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			201940046	05/12/2019	05/12/2020	Aggregate \$1,000,000 Each Occ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Community Services, Palm Beach County Board of county commissioners, a Political Subdivision of the State of Florida its Officers, Employees and Agents are included as additional insured on General Liability policy per the attached endorsement. Waiver of Subrogation applies to General Liability policy per the attached endorsement.

CERTIFICATE HOLDER Palm Beach County Community Services 810 Datura Street West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.



Community Services Department

810 Datura Street

West Palm Beach, FL 33401

(561) 355-4700

Fax: (561) 242-7336

www.pbcgov.com/communityservices



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

MEMORANDUM

TO: Whom It May Concern
FROM:
DATE: March 28, 2019
RE: Non-Owned Auto Insurance Coverage

Please be advised that Homeless Coalition Inc does not own any corporate automobiles and therefore maintains liability insurance coverage for hired autos and non-owned autos only. Our certificate of insurance indicates policy information reflecting the same.

Michelle Howell-Phillips 5/22/19
(Name of Person Signing) Date



**MARKEL INSURANCE COMPANY
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE**

Issued June 11, 2019

Standard

1. The Insured's Name and Mailing Address:

Homeless Coalition of Palm Beach County, Inc
810 Datura St
West Palm Bch , FL 33401-5204

NCCI Carrier Code: 22616

Policy Number: MWC0150464-01

Renewal of Policy:

Fein # / Risk ID # 650125852

For complete named insured: See Attached Named Insured Schedule
Other work place not shown above: See Attached Location Schedule

SIC CODE: 8322

Type of entity: Nonprofit

2. The policy period is from 06/05/2019 to 06/05/2020 [12:01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: FLORIDA

B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by accident:	\$ 1,000,000	each accident
Bodily Injury by disease:	\$ 1,000,000	policy limit
Bodily Injury by disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

All states except those listed in Item 3A of the Information Page and the following states or territories: District of Columbia, ID, MT, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. This policy includes these endorsements and schedules: See Attached Schedule of Schedules and Endorsements

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.

Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Attached Schedule of Classification and Premium Detail				
	Premium for Increased Limits Part Two			\$120.00
	Total Premium Subject to Experience Modification			\$4,403.00
	Total Estimated Standard Premium			\$4,403.00
	Premium Discount, if applicable			\$0.00
	Expense Constant Charge			\$160.00
	Terrorism Insurance			\$27.00
	Total Estimated Annual Premium			\$4,590.00
	Audit Noncompliance Charge			\$0.00
	Florida FWCIGA Assessment			\$0.00
	Total Amount			\$4,590.00

Minimum Premium: \$ 441.00

Deposit Premium: \$684.00

Producer: Wallace Welch & Willingham Inc.

Countersigned By:

Servicing Office:

Date: 06/11/2019

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

WC 00 00 01A



004617-013445-45277359-06112019



MWC0150464-01