

12/6/19  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	148,745				
External Revenue	(148,745)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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### Is Item Included In Current Budget?

**Yes X**

**No**

**Does this item include the use of federal funds?**

Yes X

**No**

Budget Account No.:

Fund 1101 Dept. 143 Unit 1435 Obj. 8201 Program Code Var. Program Period: GY19

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

Funding Source is the U.S. Department of Housing and Urban Development through the Emergency Solutions Grant. Match funds are provided by funded agencies.

### C. Departmental Fiscal Review:

Julie Dowe, Director, Financial & Support Svcs.

### III. REVIEW COMMENTS

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

*[Signature]* 11/14/14  
OFMB *[initials]* 11/13/14

12/4/19  
Contract Development and Control

### B. Legal Sufficiency:

Helene C. Aring 12-5-19  
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 COUNTY, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), has entered into an agreement with the United States Department of Housing and Urban Development (HUD) to administer the Emergency Solutions Grants (ESG) in the Palm Beach County area; and

**WHEREAS**, the COUNTY and the AGENCY desire to provide the activities specified in this Contract in accordance with the Fiscal Year 2019-2020 Action Plan, which can be found at <http://discover.pbcgov.org/DHES/Pages/default.aspx>; and

**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;

**WHEREAS** the AGENCY has proposed providing certain services under the Emergency Services Shelter.

**NOW THEREFORE** in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

**ARTICLE 1 - SERVICES**

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

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

## **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on October 1, 2019 and complete services on September 30, 2020.

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 Forty-Eight Thousand Seven Hundred Forty-Five dollars and Forty-Six cents (\$148,745.46). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit A** for services rendered toward the completion of the Scope of Work.

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

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit D**)
3. A properly completed and signed Monthly Performance Report (**Exhibit E**)
4. A properly completed Grantee Statistics Report (**Exhibit F**)

The program and unit cost definitions for this contract are set forth in Exhibit B. All requests for payments of this Contract shall include an original cover memo (**Exhibit C**) on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee along with **Exhibits D, E, F** as needed.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15th of each fiscal year. Any amounts not submitted by October 15th, 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 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 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 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 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.

In order to do business with Palm Beach County, AGENCYs 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 AGENCY intends to use sub-AGENCYs, AGENCY must also ensure that all sub-AGENCYs are registered as AGENCYs 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 AGENCY and all of its sub-AGENCYs are registered in VSS.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS**

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

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

#### **ARTICLE 7 - INSURANCE**

AGENCY 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. 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** AGENCY 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. AGENCY shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** AGENCY 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 AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing

AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.

- C. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this 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.

**Additional Insured** 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." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **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.

- F. **Certificate(s) 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 Board of County Commissioners  
Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

- G. **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 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.

**ARTICLE 8 - INDEMNIFICATION**

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 AGENCY.



## **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 - WARRANTIES AND LICENSING REQUIREMENTS**

The AGENCY 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.

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. The 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

## **ARTICLE 11 - NONDISCRIMINATION**

The AGENCY warrants and represents that 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 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. AGENCY shall 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 service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services Department will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "H"** on accounting for all funds expended hereunder no later than 30 days from the contract end date.

- B. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least 10 years. If approved for funding, a formal Contract shall be executed, and payment will be made by reimbursement of documented expenses.
- C. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent or unspent or for any reason deemed to have been spent on ineligible expenses.
- D. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- E. AGENCY shall ensure that 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.
- F. AGENCY shall 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 **Exhibit E and F**. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- G. Agencies receiving County funds to serve homeless agree to be an approved user in the community's Client Management Information System and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.
- H. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Contract or as required by law.
- I. Disclosure of Incidents:  
AGENCY shall inform DEPARTMENT by telephone of all unusual incidents that involve clients within 4 - 8 hours of the occurrence of the incidents and follow up with an Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the

- Clients. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- J. For Clients who are children or adolescent, the AGENCY shall inform DEPARTMENT by telephone of all unusual incidents that involved any Clients within 2-4 hours of the occurrence of the incidents and follow up with an Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the Clients. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
  - K. AGENCY that provide services or will be around children, the elderly and other vulnerable adult populations, will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.
  - L. AGENCY shall have an approved Succession Plan indicating how they plan to communicate to DEPARTMENT if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
  - M. AGENCY shall notify DEPARTMENT through an Incident Notification Process and follow up with an Incident Notification Form within fourteen (14) business days of the following:
    - a. Resignation/Termination of CEO, President and/or CFO.
    - b. Resignation/Termination of Key funded staff.
    - c. DEPARTMENT Funded Staff vacancy position over 90 days.
    - d. Loss of funding from another Funder that could impact service delivery.
    - e. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    - f. Other incidents that may occur unexpectedly and is not covered above.
  - N. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
  - O. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by Community Services Department Program and Fiscal Staff.

P. 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.
- Q. Agency should maintain in their file proof that the client served came through the Coordinated Entry System.
- R. Agency maintains as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA) To qualify as a member in good standing of the Homeless and Housing agency must meet the HHA attendance requirements – 60% attendance at the general HHA meetings and 70% attendance at the sub-committee meetings as defined in the HHA Bylaws, Article 3, Section 2 found at [www.hhapbc.org](http://www.hhapbc.org)
- S. Agencies that are not current members of HHA join the HHA and attend the new members orientation with the first 3 months of contract and maintain a certificate of their completed training.
- T. Agencies must enter all programmatic data into the Homeless Management Information System (HMIS)
- U. Agencies that are not currently using HMIS must attend HMIS training within one month of contract award
- V. Agency programs must comply with HHA program standards, coordinated entry and prioritization process.
- W. AGENCY shall submit annually on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
- X. Other exhibits are included as **Exhibits I** (Sub-Award Data), **Exhibit J** (Certification Regarding Lobbying Byrd Anti-Lobbying Amendment) and **Exhibit K** (Certification Debarment and Suspension)

Failure to provide this information in a timely fashion and in the format required will constitute a material breach of this Contract and may result in termination of 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, Contract representation. Further, the AGENCY 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.

#### **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 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 terminated by the AGENCY 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 AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days 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, except as otherwise directed by the COUNTY, in writing, 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 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.

## **ARTICLE 26 - SEVERABILITY**

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

## **ARTICLE 27 - MODIFICATIONS OF WORK**

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

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

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

## **ARTICLE 28 - NOTICES**

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

Wendy Tippet, Director  
Division of Human Services  
810 Datura Street, Suite 350  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

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

## **ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be made available to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

## **ARTICLE 30 - SCRUTINIZED COMPANIES**

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

### **ARTICLE 31 - 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, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 32 - CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY 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 AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY 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 AGENCY (IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY 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 AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 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 AGENCY 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.

### **ARTICLE 33 - 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 34 - ENTIRETY OF CONTRACTUAL CONTRACT**

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 Contract 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 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:

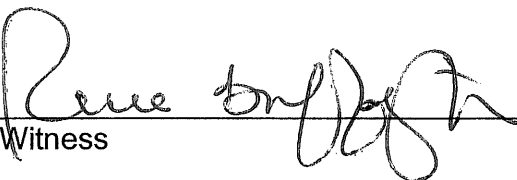
Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

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

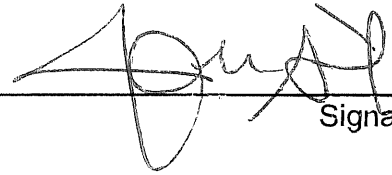
BY: \_\_\_\_\_, Mayor

  
Witness

RENEE DUFFINGTON  
\_\_\_\_\_  
Witness Name Printed

AGENCY:

The Salvation Army, a Georgia Corporation,  
for The Salvation Army of Palm Beach, FL  
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:

Department of Community Services

By:  \_\_\_\_\_  
Department Director

SCOPE OF WORK

THE AGENCY AGREES TO:

**A. SCOPE OF SERVICES:**

The AGENCY shall provide Rapid Rehousing to families experiencing homelessness. The provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The AGENCY certifies that the eligible activities carried out under this contract will benefit persons who are "Homeless" as defined in **Exhibit B**. The services to be provided by the AGENCY shall be provided in accordance with the ESG component identified below and shall comply with the Federal regulations pertaining to such component:

- ☒ Emergency Shelter as specified at 24 CFR 576.102.
- ☐ Homelessness Prevention as specified at 24 CFR 576.103.
- ☐ Rapid Re-Housing Assistance as specified at 24 CFR 576.104.

**B. COORDINATION OF SERVICES:**

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

**C. HOMELESS AND HOUSING ALLIANCE OF PALM BEACH COUNTY:**

The AGENCY is required to maintain membership in good standing, in the Palm Beach County Homeless and Housing Alliance (HHA). A member in good standing is required to attend 60% of the general HHA meetings and 70% of at least one of the HHA Sub-Committee meetings during a consecutive 12-month period.

**D. BENEFICIARIES:**

During the term of this contract, the AGENCY shall provide the services described herein to **24 unduplicated families annually**. The beneficiaries of the project funded through this contract must be "Homeless", as defined in **Exhibit "B"** attached hereto and incorporated by reference. The project funded under this contract shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to DEPARTMENT. All beneficiaries of the AGENCY'S services shall be current residents of Palm Beach County.

**E. PERFORMANCE BENCHMARKS:**

The AGENCY shall comply with the following Performance Benchmarks:

1. The AGENCY shall expend at least **\$66,935.46** 45% of the total funding allocated through this contract) by March 31, 2020.
2. The AGENCY shall expend the remaining **\$81,810** (55% of the total funding allocated through this contract) by September 30, 2020.

This contract may be amended to decrease and/or recapture grant funds from the AGENCY depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DEPARTMENT.

The AGENCY agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the AGENCY to comply with these Performance Benchmarks may negatively impact ability to receive future ESG funding allocations.

The AGENCY further agrees that DEPARTMENT, in consultation with any parties it deems necessary, shall be the final arbiter of the AGENCY'S compliance with the above.

**F. WRITTEN DOCUMENTATION:**

The AGENCY shall maintain written documentation verifying that all persons assisted under this contract are “Homeless” and shall maintain written documentation of its compliance with the requirements of this contract. Upon request, the AGENCY shall provide such written documentation to DEPARTMENT.

The AGENCY shall maintain records for each program participant that document the services and assistance provided to the program participant, including, as applicable, case notes documenting services and assistance towards self-sufficiency, documentation of attainment of cash and non-cash mainstream resources, service plans, homeless documentation, and CMIS entry.

Compliance with the applicable requirements for providing services and assistance to the program participant under the ESG Component identified herein, including the provision on determining eligibility, the amount and type of assistance, and the provision on using appropriate assistance and services, can be found at 24 CFR 576.401(a)(b)(d)(e).

**G. INTAKE PROCEDURES:**

The AGENCY shall use written intake procedures and forms as developed by the HHA in accordance with HUD requirements.

For persons that the AGENCY regards as “Homeless”, the AGENCY’S intake procedures shall include documentation at intake of the evidence relied upon to establish and verify homeless status as required at 24 CFR 576.500(b). Upon request, the AGENCY shall make its written intake procedures available to DEPARTMENT. Furthermore, upon request, the AGENCY shall make the records it maintains to demonstrate compliance with 24 CFR 576.500(b)(c) available to DEPARTMENT.

**H. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS**

The AGENCY shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These eligibility evaluations and needs assessments shall be conducted in accordance with the centralized/coordinated assessment requirements established by HHA.

**I. DETERMINATION OF INELIGIBILITY:**

The AGENCY shall, for each individual and family determined by the AGENCY to be ineligible to receive ESG assistance, maintain a written record that shall include documentation of the reason for such determination of ineligibility.

**J. TERMINATION OF ASSISTANCE:**

The AGENCY shall establish a written formal process for the termination of ESG assistance, which process shall recognize the rights of individuals affected. If a program participant violates program requirements, the AGENCY may terminate the assistance in accordance with such formal process. The AGENCY must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

The required formal process shall, at a minimum, include:

1. The provision of a written notice to the program participant containing a clear statement of the reasons for termination.
2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
3. The provision of prompt written notice of the final decision to the program participant.

Termination in accordance with the above shall not bar the AGENCY from providing further assistance at a later date to the same family or individual. Upon request, the AGENCY shall provide all written documentation in connection with its termination of assistance to DEPARTMENT.

**K. INVOICES:**

The AGENCY shall submit consecutively numbered reimbursement requests (invoices) to DEPARTMENT in order to receive reimbursement of ESG funds made available under this contract. Invoices shall be submitted on a monthly basis to facilitate an even flow of funds throughout the term of the contract, and to prevent under-expenditure of allocated funds.

All invoices submitted by the AGENCY for costs permitted under this Contract must include the following:

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit D**)
3. A properly completed and signed Monthly Performance Report (**Exhibit E**)

4. A properly completed Grantee Statistics Report (**Exhibit F**)

Invoices submitted by the AGENCY for costs permitted under this contract and associated with the operation of Rapid Rehousing shall include:

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, insurance, supplies). Eligible utilities include the following services only:
  - a. Gas
  - b. Electricity
  - c. Water and Sewer
  - d. Telephone and internet services
- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a cancelled check or a copy of bank records indicating payment has cleared.

DEPARTMENT, at its discretion, may modify the above lists. Upon modification of the aforesaid lists, DEPARTMENT shall, within ten (10) days, notify the AGENCY of such modification in writing.

**L. REPAYMENT:**

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

**M. MATCHING REQUIREMENT:**

The AGENCY shall comply with the match requirements at 24 CFR 576.201. The AGENCY shall make matching contributions to supplement the COUNTY'S ESG funds made available hereunder in an amount that at least equals the amount of ESG funds provided through this contract. Only matching contributions made by the AGENCY after the start date of this contract may be used to meet the aforesaid requirement, and contributions used by the AGENCY to match a previous ESG grant may not be used to meet the aforesaid requirement.

The AGENCY'S matching contributions may be obtained from any source, including any Federal source other than ESG, as well as state, local, and private sources. However, the AGENCY shall, in regard to matching contributions from a Federal source of funds, ensure that the laws governing any such funds to be used as matching contributions to meet the aforesaid requirement do not prohibit such funds from being used to match ESG funds. Furthermore, if the ESG funds provided through this contract are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements hereunder.

The AGENCY may meet its match requirement with one or more of the following:

1. **Cash Contributions:** Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A-87 (2 CFR Part 225) and A-122 (2 CFR Part 230).
2. **Non-Cash Contributions:** The value of any real property, equipment, goods, or services contributed by the AGENCY to ESG, provided that if the AGENCY had to pay for them with ESG funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

In calculating the amount of non-cash contributions to determine the value of any donated material or building, or of any lease, the AGENCY must use a method reasonably calculated to establish the fair market value of such donated material, building, or lease. The AGENCY shall obtain DEPARTMENT'S approval of any such method. In calculating the amount of non-cash contributions for services provided by individuals, the AGENCY shall value such services at rates consistent with those ordinarily paid for similar work in the AGENCY'S organization. If the AGENCY does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. In all instances, the AGENCY shall obtain DEPARTMENT'S approval of the rates it uses.

The AGENCY may also use costs paid by program income as provided for herein in order to meet its matching requirement provided that such costs are eligible ESG costs that supplement the AGENCY'S program undertaken with ESG funds, and the AGENCY may use any other non-cash contributions permitted at 24 CFR 576.201 after having obtained DEPARTMENT'S approval to do so.

The AGENCY agrees to provide matching contributions valued at no less than **(\$148,745.46)**.

#### **N. REPORTS:**

The AGENCY shall submit the following reports to DEPARTMENT:

1. **Match Report:** The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (**Exhibit G**) and its supporting documentation therewith. The Match Report covering the period ending March 31, 2020, shall be submitted by the AGENCY to DEPARTMENT no later than April 30, 2020, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.
2. **Monthly Performance Report:** The Monthly Performance Report (**Exhibit E**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

The AGENCY shall assure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed

by ESG and other applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program income from activities funded, in whole or in part, through this contract meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

The AGENCY may request that program income from activities funded, in whole or in part, through this contract be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 576. Additionally, the AGENCY must obtain prior approval from DEPARTMENT and be in compliance with its obligations, terms, and conditions herein. The expenditure of program income according to the preceding shall count toward meeting the AGENCY’S matching requirement and shall be regarded as the non-federal share under 24 CFR 84.24(b).

- 3. **ESG Grantee Statistics Report:** The ESG Grantee Statistics Report (**Exhibit F**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

**O. CLIENT MANAGEMENT INFORMATION SYSTEM:**

As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS) for Palm Beach County, Division of Human Services. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this contract.

Victim Service Provider AGENCIES may use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on that data.

**II. THE COUNTY AGREES TO:**

- A. Provide up to **\$148,745.46** in funding for the following budget line items:

Budget Line Item Description	Amount
Staff Salaries	\$87,500
Occupancy	\$16,245.46
Utilities	\$15,000
Food	\$30,000
<b>TOTAL</b>	<b>\$148,745.46</b>

- B. Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this contract.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

- D.** Monitor the AGENCY at any time during the term of this contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with HUD regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.
- E.** Assume the environmental responsibilities described in 24 CFR 576.



**DEFINITIONS**

The following definitions, as found at 24 CFR 576.2, are applicable to this contract:

**“Homeless”** means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - ii. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
  - i. The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
  - ii. No subsequent residence has been identified; and
  - iii. The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - ii. Have not had a lease, ownership interest, or occupancy contract in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
  - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health

conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

4. Any individual or family who:
  - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - ii. Has no other residence; and
  - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

**“At Risk of Homelessness”** means:

1. An individual or family who:
  - i. Has an annual income below 30% of median family income for the area, as determined by HUD;
  - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in Paragraph 1 of the homeless definition above; and
  - iii. Meets one of the following conditions:
    - a. Has moved because of economic reasons two or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;
    - b. Is living in the home of another because of economic hardship;
    - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;
    - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
    - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

2. A child or youth who does not qualify as “homeless” as defined above, but qualifies as “homeless” under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as “homeless” as defined above but qualifies as “homeless” under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

In the event that the above definitions are amended in 24 CFR 576, said amendments shall be applicable hereto.

LETTERHEAD STATIONERY

Date\_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST: \$\_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

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

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

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

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

Agency Name:  
Contract Year:  
Service Dates:

Budget Line Item	Contract Amount	Current Month Utilization	Year to Date Utilization	Contract Balance
	Total	Total	Total	Total
TOTAL				

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 Signature

\_\_\_\_\_  
Date

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____	Contract No.: R _____ - _____
Agency Name:		
Report Prepared By:		
	Name _____	Signature _____ Date _____

BUDGETING AND EXPENDITURES

	BUDGETED	EXPENDED	PERCENTAGE
ESG Funds:	\$ _____	\$ _____	____ %
Other Funds: _____	\$ _____	\$ _____	____ %
Other Funds: _____	\$ _____	\$ _____	____ %
TOTAL:	\$ _____	\$ _____	____ %

Describe your efforts/attempts to obtain any additional funding: \_\_\_\_\_

DECLARATION OF PROGRAM INCOME:

The Agency hereby declares that during this reporting period it received the below specified program income from activities funded, in whole or in part, through this Contract. The Agency understands that it may use program income as specified in the Contract upon approval by Palm Beach County.

Program income received during this reporting period: \_\_\_\_\_  
Program income received since the beginning date of the Contract: \_\_\_\_\_

Source of Program Income: \_\_\_\_\_

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: \_\_\_\_\_

Number of beneficiaries assisted during this reporting period: \_\_\_\_\_  
Number of beneficiaries assisted since the beginning date of the Contract: \_\_\_\_\_  
Total number of beneficiaries to be assisted as required by the Contract: \_\_\_\_\_

Describe new projects initiated or significant changes in operation: \_\_\_\_\_

Describe any problems or constraints encountered during this reporting period: \_\_\_\_\_

Technical assistance needed and/or requested: \_\_\_\_\_  
Other comments: \_\_\_\_\_

EXHIBIT F

EMERGENCY SOLUTIONS GRANT PROGRAM  
GRANTEE STATISTICS REPORT

\*The data provided in this report will be evaluated during monitoring and compared to data from CMIS reports.

Agency:		Agreement No:				
Date		Month/Year Reporting:				
Beneficiary Data	Average Number of Persons Served Daily (specify Adults and Children	Total # of Duplicated persons served year to date		Total # of unduplicated persons served year to date		
Rapid Re-housing						
Homeless Prevention						
Emergency Shelter						
Number of Persons Served Year to Date Who Are:						
	Homeless Prevention		Rapid Re housing		Emergency Shelter	
Number of Persons in household	Total For Month	Total Year to Date	Total for Month	Total year to Date	Total for Month	Total Year to Date
Adults						
Children						
Don't Know/refused						
Missing Information						
Gender: Male						
Female						
Transgendered						
Unknown						
Age: Under 18						
18-24						
Over 24						
Don't Know/Refused						
Missing Information						
Familial Data			Number of Persons Served Year to Date Who Are:			
			Male		Female	
Unaccompanied 18 and over						
Unaccompanied under 18						
Families with Children Headed By:						
Single 18 and Over						
Single Under 18						
Two Parents 18 and over						
Two Parents under 18						
Family Households with no Children						
Racial/Ethnic Data			Number of Persons Served Year to Date Who Are:			
			# Total		# Hispanic	

White:		
Black/African American:		
Asian:		
American Indian/Alaskan Native:		
Native Hawaiian/Other Pacific Islander:		
American Indian/Alaskan Native & White:		
Asian & White:		
Black/African American & White:		
Am. Indian/Alaskan Native & Black/African American:		
Other Multi-Racial:		
<b>Types of Housing (Residential Only)</b>	<b>Number of Persons Served Year to Date in:</b>	
Barracks:		
Group/Large Home:		
Scattered Site Apartment:		
Single family Detached Home:		
Single Room Occupancy:		
Mobile Home/Trailer:		
Hotel/Motel:		
Other:		
<b>Demographic Data</b>		<b>Number of Persons Served Year to Date Who Are:</b>
	<b>Homeless Prevention</b>	<b>Rapid Re Housing</b>
		<b>Emergency Shelter</b>
Chronically Homeless		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Veterans		
Persons with HIV/AIDS		
Victims of Domestic Violence		
Elderly		
Comments:		



LETTERHEAD STATIONERY

DATE: \_\_\_\_\_

TO: Wendy Tippet, Director  
Human and Veteran Services  
810 Datura Street Suite 350  
West Palm Beach, FL 33401

FROM: Name of Agency: \_\_\_\_\_

SUBJECT: **REPORT OF MATCH PROVIDED UNDER ESG AGREEMENT (R-2017-\_\_\_\_\_)**

As required by the Emergency Solutions Grants Program (ESG) Agreement identified above, our Match toward the expense of providing the ESG activity funded under the Agreement has been provided as described below.

Matching Period (Check One)	Description of Agency's Match	Match Value
<input type="checkbox"/> 10/01/2019 to 3/31/2020		\$ _____
<input type="checkbox"/> 4/1/2020 to 9/30/2020		\$ _____

The following attachments are provided to substantiate the Match:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

I certify that the statements above and the documents provided are accurate representations of Agency records.

\_\_\_\_\_  
Name Title Signature

FINANCIAL RECONCILIATION STATEMENT

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

EXHIBIT I

Sub-Award Data<sup>1</sup>

(i)	Sub-Recipient Name	The Salvation Army, a Georgia Corporation
(ii)	Sub-Recipient Unique Entity Identifier:	58-0660607
(iii)	Federal Award Identification Number (FAIN):	E18UC120004
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	August 22, 2018
(v)	Sub-award Period of Performance Start Date:	10/1/2019
	Sub-award Period of Performance End Date:	6/30/2020
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-Recipient:	\$148,745.46
(vii)	Total Amount of Federal Funds Obligated to the Sub-Recipient by the Pass-Through Entity Including the Current Obligation:	\$148,745.46
(viii)	Total Amount of the Federal Award Committed to the Sub-Recipient by the Pass-Through Entity:	\$148,745.46
(ix)	Federal Award Project Description:	Emergency Solutions Grant
(x)	Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development-Community Planning and Development Division
(xi)	Name of Pass-Through Entity:	Palm Beach County Board of County Commissioners
(xii)	Contact Information for Federal Awarding Official:	Jill Smolen Senior Community Planning and Development Representative <a href="mailto:Jill.c.smollen@hud.gov">Jill.c.smollen@hud.gov</a> 305.520.5023
(xiii)	Contact Information for Palm Beach County Authorizing Official:	Jonathan B. Brown Director of Housing and Economic Development <a href="mailto:JBrown2@pbcgov.org">JBrown2@pbcgov.org</a> 561 233-3602
(xiv)	Contact Information for Palm Beach County Project Director:	Wendy Tippet Director of Human and Veteran Services <a href="mailto:wtippet@pbcgov.org">wtippet@pbcgov.org</a> 561-355-4772
(xv)	CFDA Number and Name:	14.231 Emergency Solutions Grants Program

<sup>1</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent sub-award modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and sub-award.

**For Grant Year G19  
CERTIFICATION REGARDING LOBBYING  
BYRD ANTI-LOBBYING AMENDMENT**

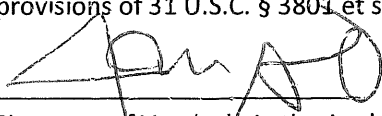
**This Required Certification MUST be Submitted**

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Salvation Army, a Georgia Corporation**  
The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Vendor's Authorized Official

JAMES K. SEILER

Treasurer

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

**OCT 14 2019**

\_\_\_\_\_  
Date

CERTIFICATION  
DEBARMENT AND SUSPENSION

The Vendor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: THE SALVATION ARMY, A GEORGIA CORPORATION  
1424 NORTHEAST EXPRESSWAY, N.E.  
ATLANTA, GEORGIA 30329

ADDRESS:

COMPANY'S AUTHORIZED OFFICIAL:

JAMES K. SEILER      Treasurer

Name and Title

Signature

OCT 14 2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2019

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

COVERAGES CERTIFICATE NUMBER: 106343 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.

ISR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</div></div>	X	X	SELF INSURED RETENTION	01/01/19	01/01/20	<div><div>EACH OCCURRENCE</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence)</div><div>MED EXP (Any one person)</div><div>PERSONAL &amp; ADV INJURY</div><div>GENERAL AGGREGATE</div><div>PRODUCTS - COMP/OP AGG</div><div></div></div> <div><div>\$</div><div>500,000</div><div>\$</div><div>500,000</div><div>\$</div><div>5,000</div><div>\$</div><div>500,000</div><div>\$</div><div>500,000</div><div>\$</div><div>500,000</div><div>\$</div><div></div></div>
A	<div><div>AUTOMOBILE LIABILITY</div><div><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS</div><div><input checked="" type="checkbox"/> HIRED AUTOS</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input checked="" type="checkbox"/> NON-OWNED AUTOS</div></div>			BAP 9300525-17	01/01/19	01/01/20	<div><div>COMBINED SINGLE LIMIT (Ea accident)</div><div>BODILY INJURY (Per person)</div><div>BODILY INJURY (Per accident)</div><div>PROPERTY DAMAGE (Per accident)</div><div></div></div> <div><div>\$</div><div>100,000</div><div>\$</div><div></div><div>\$</div><div></div><div>\$</div><div></div></div>
B	<div><div>UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div><div>DED <input checked="" type="checkbox"/> RETENTION \$ 500,000</div></div>	X	X	TRUST #19578500 PROFESSIONAL LIABILITY	01/01/19	01/01/20	<div><div>EACH OCCURRENCE</div><div>AGGREGATE</div><div></div></div> <div><div>\$</div><div>5,000,000</div><div>\$</div><div>5,000,000</div><div>\$</div><div></div></div>
A	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div><div>Y/N N</div></div>		N/A	WC 9300799-17	01/01/19	01/01/20	<div><div><input checked="" type="checkbox"/> PER STATUTE</div><div>OTH-ER</div><div>E.L. EACH ACCIDENT</div><div>E.L. DISEASE - EA EMPLOYEE</div><div>E.L. DISEASE - POLICY LIMIT</div></div> <div><div>\$</div><div>1,000,000</div><div>\$</div><div>1,000,000</div><div>\$</div><div>1,000,000</div></div>
C	AUTO LIABILITY EXCESS			SELF-INSURED RETENTION	01/01/19	01/01/20	\$400,000 XS OF \$100,000

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 LAKE BLVD, WEST PALM BEACH FL 33409 AS RESPECTS TO THE PARK TO WORKS PROGRAM.

DATES:10/01/19 TO 09/30/20

ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, COMMUNITY SERVICE DEPARTMENT 810 DATURA STREET WEST PALM BEACH, FL 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 Deanna M Kruger



## **THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups - governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups - in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

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Commissioners Conference:  
May-96

