

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**
AGENDA ITEM SUMMARY

Meeting Date:	October 21, 2025	☒ Consent	☐ Regular
		☐ Ordinance	☐ Public Hearing
Department:	Housing and Economic Development		

I. EXECUTIVE BRIEF

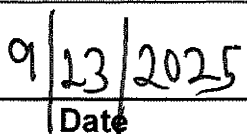
Motion and Title: Staff recommends motion to receive and file: Six (6) CDBG Public Services Agreements (Agreements) to provide public services under the Fiscal Year (FY) 2025-2026 Community Development Block Grant (CDBG) Program, in the amount of \$232,986, for the period October 1, 2025 to September 30, 2026:

- A) Aid to Victims of Domestic Abuse, Inc. in the amount of \$39,658 for transitional housing and supportive services;
- B) Legal Aid Society of Palm Beach County, Inc. in the amount of \$61,965 for fair housing education, outreach, advocacy and enforcement activities;
- C) Palm Beach County Food Bank, Inc. in the amount of \$27,263 for assistance to seniors to qualify for SNAP benefits;
- D) Pathways to Prosperity, Inc. in the amount of \$27,263 for assistance to persons transitioning out of poverty;
- E) Urban League of Palm Beach County, Inc. in the amount of \$24,786 for foreclosure mitigation counseling, homebuyer education classes, and pre-purchase homebuyer counseling services; and
- F) Vita Nova, Inc. in the amount of \$52,051 for supportive housing and life skills training for youth who have aged out of foster care.

Summary: On July 8, 2025, the Board of County Commissioners (BCC) approved the Palm Beach County Action Plan for FY 2025-2026 (R2025-1005), which included \$232,986 in CDBG funds allocated to these non-profit agencies to provide various public services. The six (6) Agreements have been executed on behalf of the BCC by the Director of the Department of Housing and Economic Development (DHED) in accordance with Agenda Item # 6G-1 (R2025-1005) as approved by the BCC on July 8, 2025 that delegated authority to the County Administrator or designee to execute forms, certifications, funding agreements, amendments thereto, and all other documents necessary for implementation of the Action Plan, CDBG, HOME and ESG activities. County PPM CW-O-051 provides that all contracts, agreements and grants signed with delegated authority must be submitted by the initiating department as a receive and file agenda item. **Continued on Page 3**

Background and Justification: On Page 3

- Attachment(s):**
- 1. Agreements as listed in A through F
 - 2. Summary of Agreements / Scope of Services
 - 3. Public Service Performance Metrics

Recommended By:	 Department Director	 Date
Approved By:	 Deputy County Administrator	 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Grant Expenditures	\$232,986				
Operating Costs					
External Revenues	(\$232,986)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

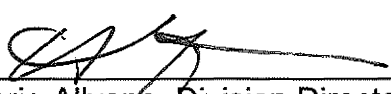
Is Item Included In Current Budget? Yes X No
Does this item include the use of Federal funds? Yes X No
Does this item include the use of State funds? Yes No X

Budget Account No.:
Fund 1101 Dept 143 Unit 1431 Object 8201/8101 Program Code/Period Various/GY25

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

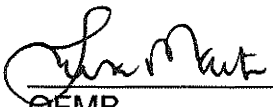
	Agency	Revenues	Expenses
A	Aid to Victims of Domestic Abuse, Inc.	\$39,658	\$39,658
B	Legal Aid Society of Palm Beach County, Inc.	\$61,965	\$61,965
C	Palm Beach Food Bank, Inc.	\$27,263	\$27,263
D	Pathways to Prosperity, Inc.	\$27,263	\$27,263
E	Urban League of Palm Beach County, Inc.	\$24,786	\$24,786
F	Vita Nova, Inc.	\$52,051	\$52,051
Total:		\$232,986	\$232,986

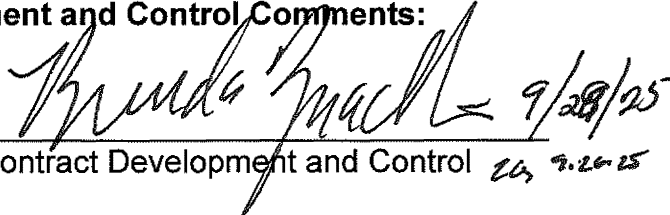
Funding will be provided by the Community Development Block Grant Program.

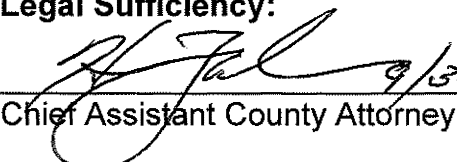
C. Departmental Fiscal Review: 
Valerie Allyene, Division Director II
Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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

 9/24/2025
OFMB
9/24/25
VS 9/24

 9/28/25
Contract Development and Control
26, 9.26.25

B. Legal Sufficiency:
 9/30/25
Chief Assistant County Attorney

C. Other Department Review:

Department Director

Summary: Continued from Page 1

Kimberly Rommel-Enright, Esq., an employee of the Legal Aid Society of Palm Beach County, Inc., serves on the HIV CARE Council. Patrick J. Franklin, an employee of the Urban League of Palm Beach County, Inc., serves on the Infrastructure Surtax Independent Citizens Oversight Committee. These Advisory Boards provide no regulatory oversight, management, or policy-setting recommendations regarding their agency contracts. Disclosure of these contractual relationships at a duly noticed public meeting are being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. **These are Federal CDBG funds which require no local match.** Countywide (HJF)

Background and Justification:

DHED receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). HUD's regulations limit the amount of funds that may be allocated to public service activities to no more than 15% of the total CDBG allocation. For FY 2025-2026, the amount allocated for public services was \$991,444 or 15% of the total CDBG allocation. Of this amount, the BCC directed 75%, or \$743,583 of the eligible public service allocation, to be used to fund Homeless Resource Centers such as Senator Philip D. Lewis Center, the Family REACH Emergency Shelter, Melissa's Place/Lake Village at the Glades, and Central County Housing Resource Center. Twenty-five percent (25%), or \$247,861 shall be awarded to non-profit agencies to carry out public service activities.

On January 8, 2023, DHED issued a RFP to select Public Service agencies for the Fiscal Year 2023-2024 funding allocations to serve the Consolidated Plan priority needs. On July 11, 2023, the BCC approved the subrecipients who were awarded through the RFP for CDBG funding in Fiscal Year 2023-2024, and these Agencies shall undertake public service activities as part of the 2025-2026 Action Plan. A summary of the agencies receiving CDBG funding with a description of the activities to be funded is attached.

The proposed FY 2025-2026 public service activities being performed by the Agencies are CDBG eligible under 24 CFR 570.201(e) - Public Services and will meet the National Objective of benefitting low-and-moderate-income persons per 24 CFR 570.208(a)(2) - Limited Clientele.

CDBG PUBLIC SERVICE AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

AID TO VICTIMS OF DOMESTIC ABUSE, INC

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and **Aid to Victims of Domestic Abuse, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office mailing address at **P.O. Box 6161, Delray Beach, FL 33482-6161**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$39,658** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "**County**" means Palm Beach County.
- (B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.
- (D) "**Subrecipient**" means the **Aid to Victims of Domestic Abuse, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "**DHED Approval**" means the written approval of the DHED Director or his designee.
- (F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Public Service

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$39,658**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A".

The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;

- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

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

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
 - F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
 - G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
 - H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
 - I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.
40. **INCORPORATION BY REFERENCE**
- Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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WITNESS our Hands and Seals on this 29th day of August, 2025.

WITNESS:

SUBRECIPIENT:

AID TO VICTIMS OF DOMESTIC ABUSE, INC

Pam O'Brien
Signature

Pam O'Brien
Name (type or print)

By: Beverly Cordner
Beverly Cordner, Board Chair

Kathleen Hishmeh
Signature

Kathleen Hishmeh
Name (type or print)

Lammy Askar
Signature

Lammy Askar
Name (type or print)

By: Pamela O'Brien Pres + CEO
Pamela O'Brien, President/CEO

Matt Tyler
Signature

Matt Tyler
Name (type or print)

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By:  
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=CATT, ou=Users, cn=Howard J. Falcon III, e=HFalcon@palmbeach.fl.us
Reason: I am approving this document
Date: 2025.09.03 13:15:03 -04'00'
Adobe PDF Editor Version: 12.1.0

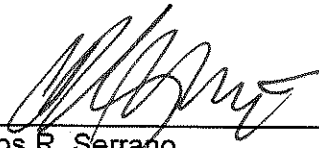
By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

PUBLIC SERVICE **SCOPE OF WORK**

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient shall provide: transitional housing and support services to twenty-six (26) unduplicated persons on an annual basis and twenty (20) duplicated clients on a monthly basis who are victims of domestic violence and their children through the Casa Vegso Transitional Housing Program at its facility whose location is confidential. The "Unduplicated Persons" means the projected number of individuals expected to be enrolled to receive multiple types of services on a monthly basis. At the end of the program term the actual total number of unduplicated persons assisted through the program is reported.

B. COORDINATION OF SERVICES

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

C. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. Partial operational costs of the Casa Vegso Transitional Housing Program and include the following: office supplies, communications, postage, shipping, building and occupancy items including overall maintenance, water/sewer, electric and waste management services.

The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V".

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

D. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **29,743.50** of the total funding allocated through this Agreement by **July 15, 2026**; and

2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**.
3. The subrecipient shall meet the CDBG National Objective of benefitting low-to moderate income persons by serving persons who are victims of domestic abuse and their families. This population is presumed by HUD to be principally low-to moderate income persons 24 CFR 570.208(a)(2)(A) Limited Clientele presumed benefit.

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

4. **Domestic Violence/Abuse Services:**

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

- (a) Acceptable evidence of individuals or families fleeing domestic abuse: Oral statement by the individual or head of household seeking assistance, written observation by the intake worker, or written referral by a housing or service provider, social worker, hospital, or the police. If an oral statement is used, it must be documented by either self-certification or a certification by the intake worker.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement.

Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice and letterhead stationery attached hereto as Schedule "I", which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf.

A **Client Daily Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

F. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

G. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.
2. **Monthly Performance Report**: This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the 15th day of each month to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

H. CLIENT MANAGEMENT INFORMATION SYSTEM (CMIS)

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

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

I. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability:** Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured."** A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability:** Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. 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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. 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.

4. **Waiver of Subrogation:** Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject:** 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, coverage, or endorsements.

J. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$39,658**. The reimbursement rate to serve clients shall be **\$165.24 per person/month**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.

- B.** County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- C.** County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D.** County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

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

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Client Daily Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE "III"

DIRECT BENEFITS ACTIVITIES

Sub-recipient/Program Name: Aid to Victims of Domestic Abuse, Inc Agreement: R _____ - _____ Month/Year Reported: _____

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

* These totals must agree.

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

SCHEDULE "IV"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Aid to Victims of Domestic Abuse, Inc.**

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

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"

ORGANIZATION: Aid to Victims of Domestic Abuse, Inc PROGRAM: PUBLIC SERVICE FY 2025-2026 PALM BEACH COUNTY CDBG					CONTACT NAME: Pamela O'Brien TITLE: President & CEO PHONE: 561-265-3797, Ext 101								
A. ECONOMIC DEVELOPMENT													
Casa Vegso Transitional Housing Program Deliverables	Annual Salary	% Alloc to Program	PBC County CDBG Funding	% Alloc to Program	OWWTH Funding	% Alloc to Program	JMF TH Funding	% Alloc to Program	OTHER Funding	% Alloc to Program	FOUND & Fundraising Funding	TOTAL	
Program Administration	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0	
Postage, Shipping	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0	
Maintenance & Supplies	\$0	0%	\$20,058	0%	\$11,643	0%	\$13,351	0%	\$0	0%	\$1,523	\$46,575	
Water Sewer	\$0	0%	\$1,800	0%	\$3,465	0%	\$0	0%	\$0	0%	\$1,276	\$6,541	
Electricity	\$0	0%	\$16,000	0%	\$5,880	0%	\$0	0%	\$0	0%	\$0	\$21,880	
Waste Management	\$0	0%	\$600	0%	\$0	0%	\$0	0%	\$0	0%	\$1,134	\$1,734	
Communications	\$0	0%	\$1,200	0%	\$0	0%	\$0	0%	\$0	0%	\$1,567	\$2,767	
Sub-Total	\$0		\$39,658		\$20,988		\$13,351		\$0		\$5,500	\$79,497	
Expenditures													
Salaries & Benefits	\$0	0%	\$0	0%	\$123,473	0%	\$13,259	0%	\$0	0%	\$4,571	\$141,303	
Occupancy	\$0	0%	\$0	0%	\$19,835	0%	\$45,096	0%	\$0	0%	\$7,240	\$72,171	
Office Expenses	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$1,120	\$1,120	
Transportation	\$0	0%	\$0	0%	\$100	0%	\$0	0%	\$0	0%	\$0	\$100	
Participant Assistance	\$0	0%	\$0	0%	\$0	0%	\$2,500	0%	\$0	0%	\$22,600	\$25,100	
Professional Fees	\$0	0%	\$0	0%	\$17,115	0%	\$67	0%	\$0	0%	\$732	\$17,914	
General & Administrative	\$0	0%	\$0	0%	\$5,250	0%	\$1,250	0%	\$0	0%	\$36,511	\$43,011	
Sub-Total	\$0		\$0		\$165,773		\$62,172		\$0		\$72,774	\$300,719	
TOTAL PROGRAM BUDGET			\$39,658		\$186,761		\$75,523		\$0		\$78,274	\$380,216	

SCHEDULE "VI"

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Aid to Victims of Dom. Abuse, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Pam O'Brien Pres. & CEO
(signature of officer or representative)

Pam O'Brien Pres. & CEO
(printed name of officer or representative)

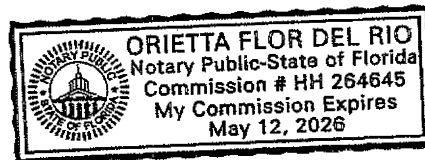
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 13 day of August 2025, by Pam O'Brien.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Orietta Flor Del Rio
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) **For purposes of this clause:**

(1) **“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) **“Manufactured products”** mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) **General.** The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: Aid to Victims of Domestic Abuse, Inc

ADDRESS: P.O. Box 6161, Delray Beach, FL 33482-6161

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Pamela O'Brien, President/CEO
Pamela O'Brien, President/CEO

8-13-25
Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 a Subrecipient, 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 Subrecipient, 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 Subrecipient, **Aid to Victims of Domestic Abuse, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Pamela O'Brien, President/CEO


Date

Section 10.2 OTHER EMPLOYEES. All employees of the Corporation shall be governed by the Personnel Policies as revised and adopted by the Board of Directors from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.1 ROBERT'S RULES OF ORDER. The rules contained in Robert's Rules of Order, latest revised edition, shall govern the meetings of the Corporation in all cases to which they are applicable and in which they are not inconsistent with the bylaws of the Corporation.

ARTICLE 12 CONTRACTS

Section 12.1 CONTRACTS. The Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation; provided, however, that contracts and other obligations that are either of a dollar value greater than Fifty Thousand Dollars (\$50,000.00), may not be entered into except as authorized by a resolution of the Board of Directors.

Section 12.2 CONTRACTS SIGNED BY THE PRESIDENT AND CHIEF EXECUTIVE OFFICER. Contracts in any amount may be signed by the President & CEO or any officer of the Board of Directors.

Section 12.3 LOAN COMMITMENTS. Loan commitment may not be entered into except as authorized by a resolution of the Board of Directors.

Section 12.4 CHECKS. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by an Officer or agent of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

Section 12.5 DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust, companies or other depositories as the Board of Directors may select.

Section 12.6 TREASURER OR FINANCE COMMITTEE. The Treasurer or Finance Committee must approve the issuance of checks for purchases in excess of \$5,000.00 if such purchases were not previously approved in the budget of the Corporation.

ARTICLE 13 FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of July and end on the last day of June.



July 17, 2025

Ms. Tessa Wattlely
Department of Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL. 33406

Dear Ms. Wattlely:

According to AVDA's by-laws, Article 12, Section 12.2,
contracts for our agency may be signed by the President &
CEO or any officer of the Board of Directors. Excerpts from
the by-laws are enclosed.

Respectfully,

Pam O'Brien, President & CEO

Enclosures

Aid to Victims of Domestic Abuse, Inc.

P.O. Box 6161
Delray Beach, FL
33482-6161

P 561.265.3797

F 561.265.2102

W avdaonline.org

Accredited by



Member of



Funders:



Town of Palm Beach
United Way



United Way
of Palm Beach County



FLORIDA DEPARTMENT
OF CHILDREN AND FAMILIES
MYFAMILIES.COM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

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

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

PRODUCER Aris Insurance Group 3900 Hollywood Blvd Suite PH-5 Hollywood FL 33021	CONTACT NAME: PHONE (A/C, No. Ext): 954-323-0355 FAX (A/C, No): 954-906-1499 E-MAIL ADDRESS: info@arisrisk.com
INSURED Aid To Victims Of Domestic Abuse, Inc. P.O. Box 6161 Delray Beach FL 33482-6161	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : Travelers Casualty & Surety INSURER C : INSURER D : INSURER E : INSURER F :

License#: L108602
AIDTOVI-01**COVERAGES**

CERTIFICATE NUMBER: 1854773224

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liability ☒ Abuse/Molestatio GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	PHPK2632039023	12/10/2024	12/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ProfLiab & Abuse/Mol \$ \$1mm/\$2mm
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2632039023	12/10/2024	12/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	D&O/EPL Crime		PHSD1833499023 105534494	12/10/2024 12/10/2024	12/10/2025 12/10/2025	D&O EPL \$800,000 limit \$1mm/\$1mm \$5,000 deductible

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

--10 day notice of cancellation for nonpayment of premium and 30 days for all other.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents c/o Department of Housing & Economic Development are additional insured as per written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**Palm Beach County Board of County Commissioners
c/o Dept. of Housing & Economic Development
100 Australian Ave, Ste. 500
West Palm Beach FL 33406

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

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

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

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No): E-MAIL ADDRESS: PEO_WorkComp@paychex.com
INSURED Paychex PEO Holdings, LLC Alt. Emp: Aid to Victims of Domestic Abuse Inc 911 Panorama Trail South Rochester NY 14625	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 40142	

COVERAGES **CERTIFICATE NUMBER:** 20321852 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WC 12-68-329-05	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period	06/01/2025	06/01/2026	Client# 20004330-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to: Aid to Victims of Domestic Abuse Inc, 205 NE 5th Terrace, Delray Beach FL 33444

Endorsement: Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Department of Housing & Economic Development 100 Australian Avenue suite 500 West Palm Beach FL 33406	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

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ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**IN FAVOR OF:**

Palm Beach County Board of County Commissioners c/o Department of
Housing & Economic Development
100 Australian Avenue suite 500
West Palm Beach FL 33406

WORK PERFORMED BY CO-EMPLOYEES OF:

Aid to Victims of Domestic Abuse Inc
205 NE 5th Terrace
Delray Beach FL 33444

ON THE FOLLOWING PROJECT:**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/02/2025

Policy No: WC 12-68-329-05

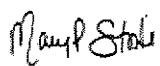
Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: Aid to Victims of Domestic Abuse Inc

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:


Authorized Representative

CDBG PUBLIC SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Legal Aid Society of Palm Beach County, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **423 Fern Street, Suite 200, West Palm Beach, FL 33401**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$61,965** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "**County**" means Palm Beach County.
- (B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.
- (D) "**Subrecipient**" means the **Legal Aid Society of Palm Beach County, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "**DHED Approval**" means the written approval of the DHED Director or his designee.
- (F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Public Service

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$61,965**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status,

sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions.

This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in

Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement. The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Robert A. Bertisch, Esq., Executive Director
Legal Aid Society of Palm Beach County, Inc.
423 Fern Street, Suite 200
West Palm Beach, FL, 33401

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient.

The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials. The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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WITNESS our Hands and Seals on this 28 day of August, 2025.

WITNESS:

SUBRECIPIENT:

LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC.

Noelle Smith

Signature

Noelle Smith

Name (type or print)

Tequisha Myles

Signature

Tequisha Myles

Name (type or print)

Chall

Signature

SILVIA ILAS

Name (type or print)

Jennifer Rothman

Signature

Jennifer Rothman

Name (type or print)

By:

Lawrence P. Rochefort, Board President

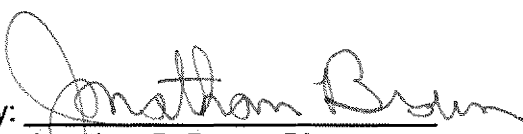
By:

Robert A. Bertisch, Executive Director

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

By:  
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=Users, cn=Howard J. Falcon III, email=HJFalcon@palmbeach.fl.gov, c=US
Reason: I am approving this document
Date: 2025.09.02 10:39:19-04'00'
PDF Editor Version: 12.1.0

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

By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

PUBLIC SERVICE
SCOPE OF WORK

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient shall provide through its Fair Housing Program: Fair housing enforcement/discrimination representation, housing and credit counseling, and a minimum of six (6) education and outreach workshops/seminars intended to identify and remedy discrimination in the housing industry. The services shall be provided at the Subrecipient's offices located at 423 Fern St., Suite 200, West Palm Beach, FL 33401 and a satellite office located at 141 SW 12th Avenue, Delray Beach, FL 33444.

B. COORDINATION OF SERVICES

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

C. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. **Partial salary and benefits for one (1) Project Attorney (Discrimination); and operational costs.** During the term of this Agreement, the Subrecipient shall: a) provide the services described herein to a minimum of twenty (20) unduplicated individuals on an annual basis.

The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V".

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

D. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **\$46,473.75** of the total funding allocated through this Agreement by **July 15, 2026**; and

2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**.

3. The Subrecipient is required to maintain written documentation verifying all persons assisted under this Agreement are either Low and Moderate Income persons or homeless persons. The Subrecipient shall provide written verification to DHED upon DHED's request.

Low and Moderate Income Person means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined by HUD.

Income eligibility determination of individuals served, may include, but is not limited to: a) third-party verification of income such as the prior year income tax forms, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing assistance, etc.). Each determination must have the income limits applied at point in time when the benefit was determined. All authentic (original) documents must be maintained in client files; and b) conduct a minimum of six (6) education and outreach events and provide information to DHED on all education and outreach activities undertaken during the year to include name of event, location and number of attendees.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the **15th day of each month**, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice and letterhead stationery attached hereto as the **Invoice Cover Sheet** (Schedule "I"), which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf. A **Client Daily Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

F. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

G. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Client Monthly Record**: This Form, attached hereto as Schedule "II", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the **15th day of each month** in order to provide the County with information regarding Fair Housing Enforcement and Counseling activities undertaken by the Subrecipient during the prior month.
2. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the **15th day of each month** in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.
3. **Monthly Performance Report**: This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the **15th day of each month** to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

H. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability**: Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.**” A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers’ Compensation Insurance & Employer’s Liability:** Subrecipient shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient’s most recent annual report or audited financial statement. For policies written on a “claims-made” basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. 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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. 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.
4. **Waiver of Subrogation:** Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject:** 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, coverage, or endorsements.

I. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$61,965**. The reimbursement rate to serve clients shall be **\$3,098.25 per person/month**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.
- B. County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- C. County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D. County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

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

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Client Monthly Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE "II"**CLIENT MONTHLY RECORD**
FAIR HOUSING ENFORCEMENT AND COUNSELING

Monthly Number of Clients Served: _____

Page ____ of ____

Month _____ Year _____

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

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

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

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

SCHEDULE "III"**DIRECT BENEFITS ACTIVITIES**Sub-recipient/Program Name: Legal Aid Society of Palm Beach County, Inc. Agreement: R _____ - _____ Month/Year Reported: _____

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

* These totals must agree.

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

SCHEDULE "IV"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Legal Aid Society of Palm Beach County, Inc.**

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

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"**PROGRAM BUDGET**

ORGANIZATION: Legal Aid Society of Palm Beach County, Inc.					CONTACT NAME: Shane Ramsaroop					
PROGRAM: Fair Housing					TITLE: Fiscal & Grants Manager					
FY 2025-2026 PALM BEACH COUNTY CDBG					PHONE: 561-655-8944, ext. 260					
A. PERSONNEL EXPENSES										
	FTE	Annual Salary	% Alloc to Program	PBC CDBG Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding	% Alloc to Program	TOTAL
Proj. Attorney - Discrim.	0.50	\$75,000	50.00%	\$37,500		\$0	14.00%	\$10,500	0.00%	\$48,000
Supervising Attorney	0.02	\$116,550	2.00%	\$2,331		\$0		\$0	0.00%	\$2,331
Grant Coordinator	0.05	\$55,256	8.00%	\$4,420		\$0	4.00%	\$2,210	0.00%	\$6,631
	0.57	\$191,550		\$44,251		\$0		\$12,710		\$56,962
Fringe Benefits:										
FICA / Wk.Comp. / SUI				\$3,356		\$0		\$888		\$4,244
Group Insur. (Health/Dent./Life/Disab.)				\$7,113		\$0		\$1,990		\$9,103
Retirement Plan				\$627		\$0		\$125		\$752
				\$11,096		\$0		\$3,003		\$14,099
Sub-Total Personnel				\$55,348		\$0		\$15,713		\$71,061
B. 1. Direct Cost										
1 Dues & Licenses				\$355		\$0		\$53		\$408
2 Litigation				\$150		\$0		\$125		\$275
3 Program Supplies (including Printing, Library)				\$788		\$0		\$75		\$863
4 Travel				\$50		\$0		\$45		\$95
5 Workshops & Clinics				\$250		\$0		\$0		\$250
6 Training & Development				\$150		\$0		\$75		\$225
7 Conference & Seminars				\$250		\$0		\$0		\$250
8 Program IT Technology				\$940		\$0		\$247		\$1,187
B. 2 Indirect Cost										
1 Equipment Lease				\$185		\$0		\$50		\$235
2 Equipment Repairs & Maintenance				\$70		\$0		\$20		\$90
3 Insurance - General Office & Liability				\$250		\$0		\$70		\$320
4 Occupancy				\$2,455		\$0		\$477		\$2,932
5 Office Supplies				\$125		\$0		\$15		\$140
6 Postage & Shipping				\$100		\$0		\$35		\$135
7 Professional Fees & Services				\$300		\$0		\$20		\$320
8 Software Licenses				\$200		\$0		\$80		\$280
Sub-Total Operating Costs				\$6,618		\$0		\$1,387		\$8,005
C. ADMINISTRATIVE COSTS										
						\$0				\$0
TOTAL PROGRAM BUDGET				\$61,965		\$0		\$17,100		\$79,065

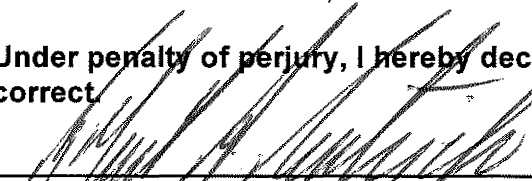
SCHEDULE "VI"

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Legal Aid Society of Palm Beach County
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)

Robert A. Bertisch, Executive Director
(printed name of officer or representative)

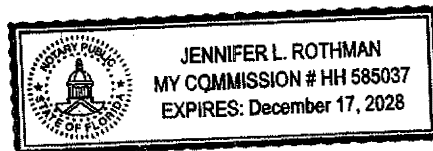
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 28th day of August, 2020, by Robert Bertisch.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Legal Aid Society of Palm Beach County, Inc**

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

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Robert A. Bertisch, Executive Director

August 28, 2025

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

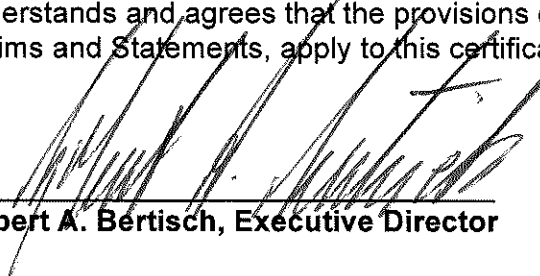
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 Subrecipient, 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 Subrecipient, 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 Subrecipient, **Legal Aid Society of Palm Beach County, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Robert A. Bertisch, Executive Director

8/28/2025
Date



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SOCIETY**
OF PALM BEACH COUNTY

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Robert A. Bertisch, Esq.

Administrator
Michael Spillane

Director of Philanthropy
Dana K. Brookes

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Legal Aid Society of Palm Beach County, Inc.

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

Phone: (561) 655-8944 • Fax: (561) 655-5269 • Toll-Free 1-800-403-9353

www.legalaidpbc.org

August 28, 2025

Tessa Wattlely, Contract Analyst
Palm Beach County
Department of Housing and Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

Dear Ms. Wattlely:

This letter is to certify the following individuals are authorized to sign on behalf of the Legal Aid Society of Palm Beach County, Inc.:

- Robert A. Bertisch, Esq., Executive Director
- Lawrence P. Rochefort, Esq., President
- Scott C. Murray, Esq., First Vice President
- J. Grier Pressly, III, Esq. Second Vice President
- Rebecca Mercier Vargas, Esq. Secretary
- Jerald S. Beer, Esq., Treasurer

The source which grants such signatory authority is:

Corporate Resolution dated October 28, 2024 (attached).

Sincerely,

Robert A. Bertisch, Esq.
Executive Director



Additional Funding Provided by Palm Beach County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2025

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

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

PRODUCER	John Sena Agency, Inc 6501 Congress Avenue, Suite 100 Boca Raton, FL 33487	CONTACT NAME: Lisa Kerestes PHONE (A/C, No, Ext): (561)391-4661 E-MAIL ADDRESS: lkerestes@thesenagroup.com FAX (A/C, No): (561)338-6551
INSURED	LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC. 423 FERN STREET, STE. 200 WEST PALM BEACH, FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL CASUALTY COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00014908-0

REVISION NUMBER: 83

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	7038961608	08/28/2025	08/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		7038961608	08/28/2025	08/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ATTORNEYS OR LAWYERS

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS C/O DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Department of Housing Economic Sustainability 100 Australian Ave, 5th Floor WEST PALM BEACH, FL 33406	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  (LIK)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2025

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

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

PRODUCER Burke Bogart & Brownell 181 Crawford Blvd Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Technology Insurance Company Inc.		42376
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	TWC4648761	08/28/2025	08/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners 100 Australian Ave, 5th Floor West Palm Beach, FL 33406	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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

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

PRODUCER Acrisure Mid-Atlantic XS Program Insurance Agency, LLC Acrisure Mid-Atlantic XS Program P.O. Box 25287 New York NY 10087-5287	CONTACT NAME: PHONE (A/C, No, Ext): 703-739-2470 FAX (A/C, No): 703-739-0761 E-MAIL ADDRESS:
INSURED Legal Aid Society Of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyd's Syndicate 5886 - Blenheim INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 253912645

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Management Liability			2434171210	5/1/2025	5/1/2026	\$1,000,000 Each Claim \$1,000,000 Each Claim \$3,000,000 Agg \$3,000,000 Agg

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

Policy 2434171210 provides both Professional Liability and Management Liability coverages.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds with respect to the operations of the named insured. Claims made policy with no retro active date, full prior acts coverage.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
Department of Housing and Economic Sustainability
100 Australian Avenue
Suite 500
West Palm Beach FL 33406
United States

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

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CDBG PUBLIC SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PALM BEACH COUNTY FOOD BANK, INC.

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County** ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Palm Beach County Food Bank, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **701 Boutwell Road, Suite A-2, Lake Worth Beach, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$27,263** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) **"County"** means Palm Beach County.
- (B) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.
- (C) **"DHED"** means Palm Beach County Department of Housing & Economic Development.
- (D) **"Subrecipient"** means the **Palm Beach County Food Bank, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) **"DHED Approval"** means the written approval of the DHED Director or his designee.
- (F) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Public Service

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$Funding Amount**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A".

The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;

- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Jamie Kendall, Chief Executive Officer
Palm Beach County Food Bank, Inc.
701 Boutwell Road, Suite A-2
Lake Worth Beach, FL, 33461

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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WITNESS our Hands and Seals on this 20 day of August, 2025

WITNESS:

SUBRECIPIENT:

PALM BEACH COUNTY FOOD BANK, INC

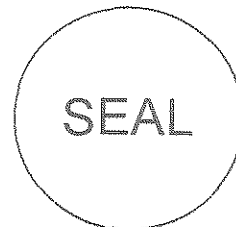
Yanet C. Saunders
Signature

Yanet C. Saunders
Name (type or print)

Lizbeth Cabral
Signature

Lizbeth Cabral
Name (type or print)

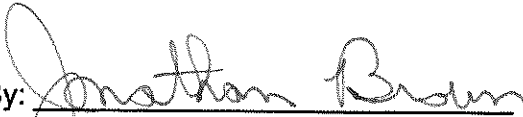
By: Jamie Kendall
Jamie Kendall, CEO



(Corporate Seal)

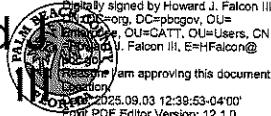
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By:  
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=CAATT, ou=Users, cn=Howard J. Falcon III, email=HJFalcon@pbcgov.org
I am approving this document
Date: 2025.09.03 12:39:53-04'00'
PDF Editor Version: 12.1.0

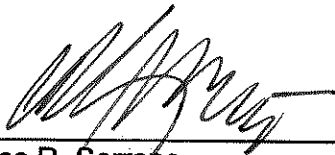
By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

PUBLIC SERVICE
SCOPE OF WORK

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient shall provide: One (1) Benefits Outreach Program (BOP) Specialist who will assist Seniors with the Supplemental Nutrition Assistance Program (SNAP) application process, and will work to increase awareness and participation in the BOP. The specialist will also ensure that clients being served receive consignments of non-perishable food items. For purposes of this Agreement, "Seniors" shall be defined as persons aged sixty-two (62) years and older at time of service delivery. Services will be delivered from the Palm Beach County Food Bank Main office, located at 701 Boutwell Road, Suite A-2, Lake Worth Beach FL 33461, and from various senior centers and senior-focused community centers located within the Palm Beach County CDBG Program Jurisdiction..

B. COORDINATION OF SERVICES

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

C. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. **The partial or full salary for one (1) BOP Specialist to focus on assisting eligible seniors with applications for federal nutrition benefits (SNAP), during the term of the Agreement.** All beneficiaries of services funded through this Agreement shall be residents of Palm Beach County. During the term of this Agreement, the Subrecipient shall provide the (SNAP) services described herein to **four hundred (400) unduplicated Seniors on an annual basis.**

The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V". Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. **Dedicated funds in the amount of \$8,000 shall be used to provide groceries of non-perishable foods to at least 400 seniors. Upon completion of the SNAP application, the BOP specialist will provide the seniors with a bag of non-perishable food items.**

This provision would serve as supplemental support, particularly for those in need of immediate assistance or those who may not qualify for SNAP benefits upon evaluation of applications.

The Client Daily Record (Schedule "II") shall be used to document the clients receiving the food supplemental support at time of application intake process.

D. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **\$20,447.25** of the total funding allocated through this Agreement by **July 15, 2026**; and
2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the **15th day of each month**, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice and letterhead stationery attached hereto as the Invoice Cover Sheet (Schedule "I"), which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf. A Client Daily Record, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

F. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

G. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Client Daily Record**: This Form, attached hereto as Schedule "II", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide the County with information regarding the unduplicated clients assisted and the services provided by the Subrecipient during the prior month.
2. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.
3. **Monthly Performance Report**: This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the 15th day of each month to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

H. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability**: Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.**” A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability:** Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient's most recent annual report or audited financial statement. For policies written on a “claims-made” basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. 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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. 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.
4. **Waiver of Subrogation:** Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject:** 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, coverage, or endorsements.

I. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$27,263**. The reimbursement rate to serve clients shall be **\$68.16 per person/month**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.
- B. County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- C. County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D. County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

FROM: Palm Beach County Food Bank, Inc.
701 Boutwell Road, Suite A-2
Lake Worth Beach, FL, 33461

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Client Daily Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE “II”

CLIENT DAILY RECORD
PALM BEACH COUNTY FOOD BANK, INC.

Month: _____ Year: _____

Client's Name/Identifier	Age of Client	Client's Zip Code	Date of Service	Service Provided		Total
				SNAP	Food	

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name or Title)

(Date)

SCHEDULE "III"**DIRECT BENEFITS ACTIVITIES**Sub-recipient/Program Name: Palm Beach County Food Bank, Inc.

Agreement: R _____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

SCHEDULE "IV"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Palm Beach County Food Bank, Inc**

Address: 701 Boutwell Road, Suite A-2
Lake Worth Beach, FL 33461

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"**PROGRAM BUDGET**

ORGANIZATION: PBC Food Bank						CONTACT NAME: Yanet C. Saunders						
PROGRAM: CDBG PUBLIC SERVICE						TITLE: Accounting & Finance Manger						
FY 2025-2026 PALM BEACH COUNTY CDBG						PHONE: (561)670-2518 Ext 301						
A. PERSONNEL EXPENSES												
Salaries:												
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Children Service Council	% Alloc to Program	Other Funding (Individual)	TOTAL	
Benefits Outreach Program Manager	1	\$78,731	0%	\$0	26%	\$20,706	65%	\$51,175	9%	\$6,850	100%	\$78,731
Benefits Outreach Specialist	1	\$58,112	0%	\$0	0%	\$0	100%	\$58,112	0%	\$0	100%	\$58,112
Benefits Outreach Specialist	1	\$54,392	0%	\$0	0%	\$0	100%	\$54,392	0%	\$0	100%	\$54,392
Benefits Outreach Specialist	1	\$48,605	0%	\$0	0%	\$0	100%	\$48,605	0%	\$0	100%	\$48,605
Benefits Outreach Specialist	1	\$46,392	0%	\$0	0%	\$0	100%	\$46,392	0%	\$0	100%	\$46,392
Benefits Outreach Specialist	PT	\$32,760	59%	\$19,263	0%	\$0	0%	\$0	0%	\$13,497	0%	\$32,760
				\$19,263		\$20,706		\$258,676		\$20,347		\$318,992
Fringe Benefits:												
Payroll Taxes		\$24,243	0%	\$0	0%	\$0	0%	\$0	100%	\$24,243	100%	\$24,243
Employee Benefits		\$35,000	0%	\$0	0%	\$0	81%	\$28,340	19%	\$6,660	100%	\$35,000
Workers Comp		\$5,000	0%	\$0	0%	\$0	0%	\$0	100%	\$5,000	100%	\$5,000
				\$0		\$0		\$28,340		\$35,903		\$64,243
Sub-Total Personnel				\$19,263		\$20,706		\$287,016		\$56,250		\$383,235
B. OPERATING COSTS												
Conference, Meals & Training		\$2,500	0%	\$0	0%	\$0	0%	\$0	100%	\$2,500	100%	\$2,500
Business Mileage		\$11,450	0%	\$0	0%	\$0	91%	\$10,420	9%	\$1,030	100%	\$11,450
Office Expenses & Supplies		\$5,000	0%	\$0	0%	\$0	0%	\$0	100%	\$5,000	100%	\$5,000
Technology Expenses		\$3,000	0%	\$0	0%	\$0	0%	\$0	100%	\$3,000	100%	\$3,000
Telephone Fax & Internet		\$8,000	0%	\$0	0%	\$0	0%	\$0	100%	\$8,000	100%	\$8,000
Bulk Food Purchase-400 units x20each		\$8,000	100%	\$8,000	0%	\$0	0%	\$0		\$0	100%	\$8,000
Subtotal Operating Costs				\$8,000		\$0		\$10,420		\$19,530		\$37,950
C. ADMINISTRATIVE COSTS				\$0		\$0		\$0		\$0	\$0	\$0
TOTAL PROGRAM BUDGET				\$27,263		\$20,706		\$297,436		\$75,780		\$421,185

SCHEDULE "VI"

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Food Bank
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Jamie Kendall
(signature of officer or representative)

Jamie Kendall
(printed name of officer or representative)

State of Florida, County of Palm Beach

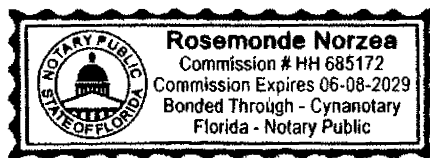
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 20th day of August 2025, by Jamie Kendall.

Personally known ☐ OR produced identification ☒.

Type of identification produced Driver's License.

Rosemonde Norzea
NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

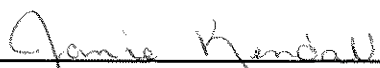
The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Palm Beach County Food Bank, Inc**

ADDRESS: **701 Boutwell Road, Suite A-2, Lake Worth Beach, FL, 33461**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Jamie Kendall, CEO



Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

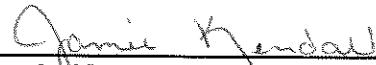
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 Subrecipient, 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 Subrecipient, 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 Subrecipient, **Palm Beach County Food Bank, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Jamie Kendall, CEO



Date



701 Boutwell Road
Suite A-2
Lake Worth Beach
FL 33461

Phone 561-670-2518
Fax 561-670-2586

pbcfoodbank.org

Board of Directors

Marti LaTour
Chairman

Jim Greco
Vice Chair

Debbie Pucillo
Vice Chair

John Fumero
Secretary

Bob O'Connell
Treasurer

Board Members

Eileen Acello
Stephen Basore
Nancy Bolton
Mark Busse
Dorian Daggs
Julie Daum
Billy Himmelrich
Joe Kyles
Susan Rabinowitz
Laura Russell

**Chief Executive
Officer**

Jamie Kendall



August 7, 2025

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

To Whom It May Concern,

I hereby confirm that Jamie Kendall, Chief Executive Officer, and Michael Groover, Chief Financial Officer, of the Palm Beach County Food Bank have been granted the authority to sign on behalf of the organization. This authorization extends to all matters related to the Palm Beach County Food Bank, including financial transactions, contracts, and official documents.

Thank you for your attention to this matter.

Sincerely,


Bob O'Connell
Board Treasurer



701 Boutwell Road
Suite A-2
Lake Worth Beach
FL 33461

Phone 561-670-2518
Fax 561-670-2586

pbcfoodbank.org

August 19, 2025

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Board of Directors

Marti LaTour
Chairman

Jim Greco
Vice Chair

Debbie Pucillo
Vice Chair

John Fumero
Secretary

Bob O'Connell
Treasurer

To Whom It May Concern,

This letter is to state that the Palm Beach County Food Bank does not have a Agency Seal. Per the instructions the Palm Beach County Food Bank will print the word "SEAL" with in a circle at the location indicated for the "seal" on the signature page.

Board Members

Eileen Acello

Stephen Basore

Nancy Bolton

Mark Busse

Dorian Daggs

Julie Daum

Billy Himmelrich

Joe Kyles

Susan Rabinowitz

Laura Russell

Sincerely,

Jamie Kendall

**Chief Executive
Officer**

Jamie Kendall





PALMBEA-38

WILSONM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670
INSURED Palm Beach County Food Bank, Inc. 701 Boutwell Rd, Suite A-1 and A-2 Lake Worth, FL 33461	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AmGUARD Insurance Company	NAIC # 42390
	INSURER B: Scottsdale Indemnity Company	15580
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	C1GP608126	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			C2GP605538	7/1/2025	7/1/2026	GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Employe Benefit \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	X	OCCUR CLAIMS-MADE	C3GP603287	7/1/2025	7/1/2026	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							PERSONAL & ADV \$ 3,000,000
							PER STATUTE ☐ OTH-ER ☐
B	Directors & Officers			EKI3580694	7/1/2025	7/1/2026	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Per Claim \$ 3,000,000
A	Professional			C1GP608126	7/1/2025	7/1/2026	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is Additional Insured with respects to the General Liability per form #GL 108 02 FL 01 19. A Waiver of Subrogation applies with respects to the General Liability per form #GL 108 02 FL 01 19. Coverage is Primary Non-Contributory with respects to the General Liability per form #GL 108 02 FL 01 19. A 30 Day Notice of Cancellation applies respects to the General Liability. Professional Liability is on an "occurrence form". All coverages as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT - FLORIDA

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payments – Limit increased to \$20,000 and Extended Reporting Period 3 Years
- B) Supplementary Payments – Bail bonds increased to \$5,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Blanket Additional Insured - Funding sources
- M) Blanket Additional Insured - Managers or lessors of premises
- N) Blanket Additional Insured with Primary and Non-Contributory Wording– By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion

- V) Notice of Cancellation Provided By Us to Third Party
- W) Limited Rental Lease Agreement Contractual Liability
- X) HIPPA
- Y) Key & Lock Replacement – Janitorial Services Client Coverage
- Z) Damage to Property You Own, Rent or Occupy
- AA) Personal and Advertising Injury – Abuse of Process, Discrimination
- BB) Duties in the Event of Occurrence, Claim or Suite
- CC) Employee Criminal Defense Costs Only Coverage - \$25,000 limit of insurance – each “criminal proceeding”

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this coverage part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within “one year” of the accident date is changed to “three years.”
- 3) Exclusion of Coverage, at your option, does not apply to your “volunteer workers” or any person or organization under your direct supervision and control.

B) SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) LEGAL LIABILITY EXTENSION – FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS

1. The last paragraph of **Section I – Coverage A – 2. Exclusions**, is deleted and replaced by the following:

Exclusions c. through n. does not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
- b. damage caused by a resident;

to premises rented to you or temporarily occupied by you with the permission of the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

2. Paragraph 6. of **Section III – Limits of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of “property damage”:

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and

- b. caused by a resident;

to premises, rented to you or temporarily occupied by you with the permission of the owner.

Damage To Premises Rented To You Limit is the greater of:

- a. \$1,000,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D) WHO IS AN INSURED

Paragraph 2. of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties related to the conduct of your business;

- a. "Employees",
- b. "Volunteer Workers";
- c. Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or independent contractors while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or independent contractors as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", independent contractors, any partner or member (if you are a partnership or joint venture),

or any member (if you are a limited liability company).

- d. Medical directors and administrators, including professional persons;
- e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors;
- f. If you are a limited liability company, your members are insureds, but only with respect to their duties related to the conduct of your business;
- g. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
- h. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

- (1) Their financial control of you; or

- (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- i. Any State or Political Subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- j. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- k. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- l. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- m. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that

this insurance be primary or you request that it apply on a primary basis.

Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As it relates to any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, "employee" or any other person.
- 2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" items 14. d., e., f. and g. are changed to read: "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - d. Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, or videotaped publication of material that violates a person's right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business; or

- Page 5 of 10

N) BLANKET ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) Currently in effect or becoming effective during the term of this policy; and
 - b) Executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
 - a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor

engaged in performing operations on or at the same project.

- b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.

- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – Limits of Insurance, paragraph 2. is deleted and replaced by the following:

2. The most we will pay for all damages and medical expenses combined attributable to ongoing operations at any and all locations, regardless of the number of locations, insureds, claims made, "suits" brought, or persons or organizations making claims or bringing "suits" is a Maximum General Policy Aggregate Limit equal to \$10,000,000.

P) BLANKET SPECIAL EVENTS

This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all special events hosted or operated by the named insured. However, this insurance does not apply to the following **EXCLUDED EVENTS**:

- a) Parades
- b) Aircraft
- c) Motorcycle runs and automobile rallies
- d) Fireworks
- e) Event with unlawful use of Firearms
- f) Animals other than domesticated household pets
- g) Carnivals and fairs with mechanical rides
- h) Concerts
- i) Events including contact sports
- j) Rodeos
- k) Political rallies
- l) Any event lasting more than three (3) days (including otherwise acceptable events)
- m) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

Q) NON-OWNED WATERCRAFT

SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 65 feet long, and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) BLANKET WAIVER OF SUBROGATION

We will waive our rights of recovery to any person or organization with whom you are required by a written contract, written agreement, or permit that is:

- a) Currently in effect or becoming effective during the term of this policy; and
- b) Executed prior to the "bodily injury," "property damage," "personal and advertising injury."

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to **Section I – Coverages – Coverage A**, paragraph 1. Insuring Agreement: "Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."

- 2) As it relates to coverage provided in paragraph **A.1.** of this endorsement, the following exclusions are added to **Section I – Coverages – Coverage A-2. Exclusions:**

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."
- 3) As it relates to the violation of "Rights of Residents" Coverage, the following definition is added to **Section V – Definitions:**
"Rights of residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U) LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS

SECTION I – Coverages, Coverage A., 2. Exclusions, c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events that are hosted or operated by the named insured.

V) NOTICE OF CANCELLATION PROVIDED BY US TO THIRD PARTY

If this policy is cancelled by us we will send notice to the Named Insured and any party listed on file. We must be provided with each party's name, address and number of days' notice.

We will provide the number of days' notice shown on file for any statutorily permitted reason other than non-payment of premium.

W) LIMITED RENTAL LEASE AGREEMENT CONTRACTUAL LIABILITY

SECTION I – Coverages, Coverage A. Bodily Injury And Property Damage Liability, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

X) HIPPA

SECTION I – Coverages, Coverage B Personal And Advertising Injury Liability, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

- a. Intentional, Willful, or Deliberate Violations
Any willful, intentional, or deliberate "violation(s)" by any insured.
 - b. Criminal Acts
Any "violation" which results in any criminal penalties under the HIPAA.
 - c. Other Remedies
Any remedy other than monetary damages for penalties assessed.
 - d. Compliance Reviews or Audits
Any compliance reviews by the Department of Health and Human Services.
3. The following, when used on this coverage, are defined as follows:
- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

Y) KEY AND LOCK REPLACEMENT – JANITORIAL SERVICES CLIENT COVERAGE

SECTION I – Coverages, Supplementary Payments – Coverages A And B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor,

commission merchant, consignee, independent contractor or representative of the same general character; or

- (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- (c) "Manager" means a person serving in a directorial capacity for a limited liability company.

Z) DAMAGE TO PROPERTY YOU OWN, RENT OR OCCUPY

Coverage A. Bodily Injury And Property Damage Liability Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

AA) PERSONAL AND ADVERTISING INJURY – ABUSE OF PROCESS, DISCRIMINATION

If **Coverage B Personal And Advertising Injury Liability** coverage is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS, Paragraph 14.b.** is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. **SECTION V – DEFINITIONS, Paragraph 14.** is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

 - a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
 - b. Directly or indirectly related to the employment, former or prospective

employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

BB) DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

SECTION IV – Commercial General Liability Conditions, Paragraph 2. is amended as follows:

- a. Is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

- b. Is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

CC) EMPLOYEE CRIMINAL DEFENSE COSTS ONLY COVERAGE

- 1. The following provision is added to the Policy:

Employee Criminal Defense Costs Only Coverage

We will pay, on your behalf, for "defense costs" incurred by your "employee" in a "criminal proceeding". We will have the right, but not the duty to defend your "employee" in such "criminal proceeding".

- 2. The most we will pay for any one "criminal proceeding" is \$25,000, regardless of the number of "employees" involved in such "criminal proceeding". The payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is in addition to and does not reduce the Limits of Insurance shown on the

Declarations. However, the payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is included within and shall reduce the \$25,000 each "criminal proceeding" Limit shown in Item V) of the Schedule above and we will not pay for any further "defense costs" for a "criminal proceeding" after the \$25,000 limit has been exhausted.

3. The following additional Exclusions apply to this Employee Criminal Defense Costs Only Coverage:

This insurance does not apply to:

a. Coverage Provided Under SECTION I - Coverages A or B

Any "defense costs" for which coverage is provided under **Coverage A Bodily Injury And Property Damage Liability And Coverage B Personal And Advertising Injury Liability** of this policy; or

b. Damages, Fines or Penalties
Any damages or penalties.

4. The following additional Definitions apply to this Employee Criminal Defense Costs Only Coverage:

a. "Criminal proceeding" means:

The prosecution of any of your "employees" commenced by the filing, with a court, or other regulatory enforcement agency, of an information, a complaint, or an indictment, and any amendments thereto, alleging that your "employee" had, during the policy period, committed one or more crimes involving one or more incidents, acts, or events. Such incidents, acts or events must arise within the scope of your "employee's" employment by you or occur while your "employee" is performing duties related to the conduct of your business.

Any "criminal proceeding" shall be considered a single "criminal proceeding", notwithstanding the fact that the prosecution or investigation may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution or investigation based on the same incidents, acts, or events that provided the basis for the original prosecution or investigation shall

not constitute a separate "criminal proceeding".

b. "Defense costs" means

(1) Reasonable attorney fees (including fees for the services of paralegals, law clerks and/or investigators working under the direction of said attorney); and

(2) Reasonable and necessary costs, excluding loss of income.

5. Under no circumstances will "defense costs" payable under this Employee Criminal Defense Costs Only Coverage be payable as Supplementary Payments under Coverages A or B.

All other terms and conditions of the policy remain the same.

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

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

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 627-4735	FAX (A/C, No):
	E-MAIL ADDRESS: PEO_WorkComp@paychex.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	NAIC # 40142
	INSURER B:	
	INSURER C:	
INSURED Paychex PEO Holdings, LLC Alt. Emp: PALM BEACH COUNTY FOOD BANK INC 911 Panorama Trail South Rochester NY 14625	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20321471

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			✓	WC 12-68-329-05	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	
					Location Coverage Period	06/22/2025	06/01/2026	Client# 70219342-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to: PALM BEACH COUNTY FOOD BANK INC, 701 A-2 Boutwell Ste A-2, Lake Worth Beach FL 33461.

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue suite 500
West Palm Beach FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Am 8. Okt.

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ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**IN FAVOR OF:**

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue suite 500
West Palm Beach FL 33406

WORK PERFORMED BY CO-EMPLOYEES OF:

PALM BEACH COUNTY FOOD BANK INC
701 A-2 Boutwell Ste A-2
Lake Worth Beach FL 33461

ON THE FOLLOWING PROJECT:**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/27/2025

Policy No: WC 12-68-329-05

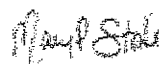
Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: PALM BEACH COUNTY FOOD BANK INC

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:


Authorized Representative

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Palm Beach County Board of County Commissioners c/o Department of Housing & Economic Development 100 Australian Avenue suite 500 West Palm Beach FL 33406	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/27/2025

Policy No.: WC 12-68-329-05

Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: PALM BEACH COUNTY FOOD BANK INC

Premium: \$

Insurance Company: American Zurich Insurance Company

WC 99 06 33

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CDBG PUBLIC SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PATHWAYS TO PROSPERITY, INC

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Pathways to Prosperity, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **1105 North Federal Highway, Boynton Beach, FL 33435**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$27,263** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) **"County"** means Palm Beach County.
- (B) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.
- (C) **"DHED"** means Palm Beach County Department of Housing & Economic Development.
- (D) **"Subrecipient"** means the **Pathways to Prosperity, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) **"DHED Approval"** means the written approval of the DHED Director or his designee.
- (F) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Public Service

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$27,263**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A".

The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;

- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Kemberly Bush, Executive Director
Pathways to Prosperity, Inc,
1105 North Federal Highway
Boynton Beach, FL, 33435

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

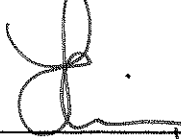
41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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WITNESS our Hands and Seals on this 3rd day of September, 2025.

WITNESS:



Signature

Tara Hails

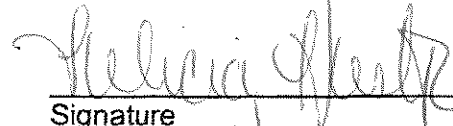
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SUBRECIPIENT:

PATHWAYS TO PROSPERITY, INC

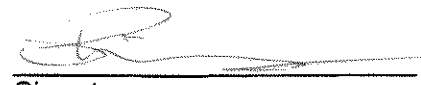

By: _____
Maguene D. Cadet, Board Chair


By: _____
Kemberly Bush, CEO/Executive Director



Signature
Melicia Hester

Name (type or print)



Signature
Princess Innis

Name (type or print)



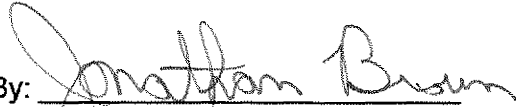
Signature
Hallie Balbuena Hallie Balbuena

Name (type or print)

(Corporate Seal)

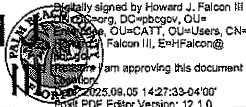
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By:  
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, DC=fl, email=HJFalcon@palmbeachcounty.org, DC=pbcgov, OU=1
I am approving this document
Date: 2025.09.05 14:27:33-04'00'
Small PDF Editor Version: 12.1.0

By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"**PUBLIC SERVICE**
SCOPE OF WORK**1. SUBRECIPIENT RESPONSIBILITIES:****A. SCOPE OF SERVICES**

The Subrecipient shall provide: services to seventy-five (75) unduplicated clients on an annual basis through the Circles Palm Beach County (CPBC) Program to Support persons transitioning out of poverty to economic stability and self-sufficiency. This includes development of relationships between low-income clients (Circle Leaders) and middle to upper income volunteers (Circle Allies). The unduplicated clients receive multiple types of services on a monthly basis and shall include:

- Financial literacy training (12-15) weeks for Circle Leaders, and ten (10) hours of online module training through Circles USA or a one (1) day in-person training for Circle Allies.
- Hosted events including meetings, meals, and other events that provide opportunities for peer support, mentoring, and social connections.
- Assistance establishing bank accounts and creating household budgets and savings plans.
- Establishing employment profiles with CareerSource and generating resumes.
- Services to reduce obstacles to client participation in Circles programming, including meals, childcare, and transportation.
- On-going case management and referrals to appropriate supportive services.

Services will be delivered from the Pathways to Prosperity administrative offices, located at 639 East Ocean Avenue, Suite 101, Boynton Beach FL 33435, and training sites at various locations within Palm Beach County, included but not limited to:

- St. John Missionary Baptist Church, 900 N. Seacrest Blvd., #3002, Boynton Beach FL 33435
- Carolyn Sims Center, 225 NW 12th Ave., Boynton Beach FL 33435
- Bridges Lake Worth West, 4730 Maine Street, Lake Worth FL 33461
- New Bethel Missionary Baptist Church, 911 9th Street, West Palm Beach FL 33401
- Faith's Place for Arts and Education, 2508 N. Australian Ave., West Palm Beach FL 33707
- Bridges Riviera Beach, 4152 W. Blue Heron Boulevard, Suite 228, Riviera Beach FL 33404
- Florence Fuller Child Development Center, 10130 185th Street South, Boca Raton FL 33498

COORDINATION OF SERVICES

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

B. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. **Salary, wages, tax and fringe benefits, for staff who provide direct services to eligible clients.** The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V".

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

C. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **\$20,447.25** of the total funding allocated through this Agreement by **July 15, 2026**; and
2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

D. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice and letterhead stationery attached hereto as Schedule "I", which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf. A Client Daily Record, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

E. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

F. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Client Monthly Record**: This Form, attached hereto as Schedule "II", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the **15th day of each month** in order to provide the County with information regarding the unduplicated clients assisted and services provided by the Subrecipient during the prior month
2. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the **15th day of each month** in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.
3. **Monthly Performance Report**: This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the **15th day of each month** to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

G. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability:** Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured."** A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability:** Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. 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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. 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.

4. **Waiver of Subrogation:** Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject:** 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, coverage, or endorsements.

H. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$27,263**. The reimbursement rate to serve clients shall be **\$363.50 per person/month**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.

- B.** County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- C.** County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D.** County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

FROM: Pathways to Prosperity, Inc.
1105 North Federal Highway,
Boynton Beach, FL, 33435

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R _____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Client Monthly Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE "II"

UNDUPLICATED CLIENT MONTHLY RECORD

Month: _____

Year: _____

[illegible]

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date) _____

SCHEDULE "III"**DIRECT BENEFITS ACTIVITIES**Sub-recipient/Program Name: Pathways to Prosperity, Inc.

Agreement: R_____ - _____

Month/Year Reported:

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

* These totals must agree.

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

SCHEDULE "IV"**MONTHLY PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Pathways to Prosperity, Inc.**Address: 1105 North Federal Highway,
Boynton Beach, FL, 33435

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"**PROGRAM BUDGET**

ORGANIZATION: Pathways to Prosperity PROGRAM: CDBG PUBLIC SERVICE FY 2025-2026 PALM BEACH COUNTY CDBG							CONTACT NAME: Rachel Waterman TITLE: Grant Writer PHONE: (561) 903-7743						
A. PERSONNEL EXPENSES													
Salaries:													
			% Alloc		% Alloc		% Alloc		% Alloc	Funding	% Alloc		
		Annual	to	CDBG	to	ESGP	to	FAA	to	(School	to	Funding	
		Salary	Program	Funding	Program	Funding	Program	Funding	Program	Readiness)	Program	(Other	TOTAL
												Grants)	
Total Salaries & Wages	FTE												
CEO	\$42,850	\$119,754	35%	\$0		\$0		\$0		\$0		\$42,850	\$42,850
COO	\$47,125	\$58,000	81%	\$0		\$0		\$14,500	25%	\$0		\$20,875	\$47,125
Program Director	\$60,000	\$60,000	100%	\$0		\$0		\$13,230	19%	\$0		\$46,770	\$60,000
Circles Coach 1	\$20,800	\$20,800	100%	\$0		\$0		\$20,800	100%	\$0		\$0	\$20,800
Circles Coach 2	\$8,581	\$8,581	100%	\$8,581	100%	\$0		\$0		\$0		\$0	\$8,581
Circles Coach 3	\$8,581	\$8,581	100%	\$8,581	100%	\$0		\$0		\$0		\$0	\$8,581
Circles Coach 4	\$17,160	\$17,160	100%	\$10,101	59%	\$0		\$0		\$0		\$7,059	\$17,160
Case Manager	\$42,000	\$42,000	100%	\$0		\$0		\$0		\$0		\$42,000	\$42,000
Outreach Coordinator	\$13,945	\$55,780	25%	\$0		\$0		\$0	0%	\$0		\$13,945	\$13,945
Data Manager/Family Specialist	\$41,600	\$41,600	100%	\$0		\$0		\$20,800	50%	\$0		\$20,800	\$41,600
	\$302,642	\$432,256		\$27,263		\$0		\$69,330		\$0		\$194,299	\$302,642
Fringe Benefits:													
Total Fringe Benefits				\$0		\$0		\$0		\$0		\$81,383	\$81,383
				\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$81,383	\$81,383
Sub-Total Personnel				\$27,263		\$0		\$69,330		\$0		\$275,682	\$384,025

SCHEDULE "V"**PROGRAM BUDGET (CONT'D)**

ORGANIZATION: Pathways to Prosperity PROGRAM: CDBG PUBLIC SERVICE FY 2025-2026 PALM BEACH COUNTY CDBG	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Funding (School Readiness)	% Alloc to Program	Funding (Other Grants)	TOTAL
PROGRAM: CDBG PUBLIC SERVICE										
FY . Supplies	\$0		\$0		\$0		\$0		\$14,424	\$14,424
2 Equipment	\$0		\$0		\$0		\$0		\$3,280	\$3,280
3 Transportation	\$0		\$0		\$0		\$0		\$6,844	\$6,844
4 Occupancy Expenses	\$0		\$0		\$670		\$0		\$10,737	\$11,407
6 In State Travel	\$0		\$0		\$0		\$0		\$3,600	\$3,600
7 Health/Food Services	\$0		\$0		\$0		\$0		\$10,000	\$10,000
8 Conference, trainings	\$0		\$0		\$0		\$0		\$7,500	\$7,500
9 Other Expenses	\$0		\$0		\$0		\$0		\$4,613	\$4,613
10 Repairs & Maintenance	\$0		\$0		\$0		\$0		\$953	\$953
11 Capitalized Building & Impr	\$0		\$0		\$0		\$0		\$0	\$0
12 Data Processing	\$0		\$0		\$0		\$0		\$5,000	\$5,000
13 Sponsored Events	\$0		\$0		\$0		\$0		\$7,800	\$7,800
15 Specific Assistance to Individuals	\$0		\$0		\$0		\$0		\$10,500	\$10,500
16 Professional Fees/Contractual/Legal/Guest Instructors	\$0		\$0		\$0		\$0		\$57,846	\$57,846
17 Printing and Publications	\$0		\$0		\$0		\$0		\$9,000	\$9,000
Subtotal Operating Costs	\$0		\$0		\$670		\$0		\$152,097	\$152,767
C. ADMINISTRATIVE COSTS			\$0		\$0		\$0		\$49,323	\$49,323
TOTAL PROGRAM BUDGET	\$27,263		\$0		\$70,000		\$0		\$477,102	\$586,115

SCHEDULE "VI"

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Pathways to Prosperity
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]
(signature of officer or representative)

Kemberly C. Bush
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 28th day of August, 2025, by Kemberly Bush

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

[Signature]

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

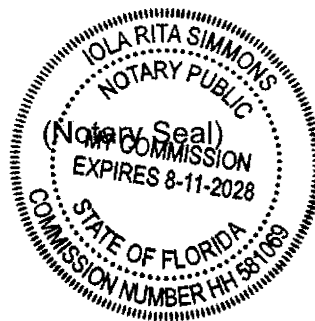


EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2)** The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.
- (3)** The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

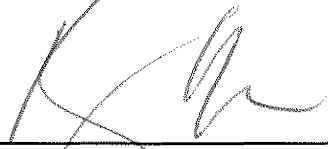
The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Pathways to Prosperity, Inc.**

ADDRESS: **1105 North Federal Highway, Boynton Beach, FL 33435**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Kemberly Bush, Executive Director



Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

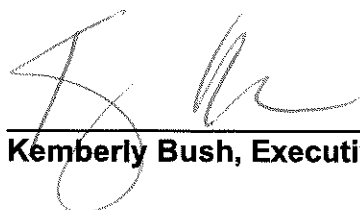
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 Subrecipient, 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 Subrecipient, 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 Subrecipient, **Pathways to Prosperity, Inc**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Kemberly Bush, Executive Director



Date



Pathways to Prosperity Board Meeting

Board Meeting: June, 2025, held via ZOOM.

Board Members Present: DeAnna Warren, Octavia Bell, Valencia Spells Anderson, Charlee Rorie, Rae Whitely, Chuck Ridley, Terrance Kearney

Board Members Absent: Jodi Schwartz, Revia Lee, Maguene Cadet, Shantel Drayton, Marilane Chaney

Quorum: Yes

Others Present: Kemberly Bush, Tara Hails, Felicia Hester, Milind Chokshi, and Mark Escoffery

Proceedings:

Valencia began the meeting at 6:18 pm, and Pastor Terrance Kearney led prayer.

Welcome:

Valencia thanked the Board for their presence.

Pathways to Prosperity Audit Report

Mark Escoffrey, Certified Public Accountant present the Pathways to Prosperity, Independent Auditor's Report and Financial Statements for the years ended September 30, 2024 and 2023. Which comprise of the Statement of Financial Position as of September 30, 2024 and 2023, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements.

Chuck made a motion to accept the Pathways to Prosperity Independent Auditor's Report and Financial Statements for the year ended September 30, 2024 and 2023, as presented, and 2nd by DeAnna.

The motion was accepted and approved by 6 of the P2P Board of Directors and abstained by 1.

Financial Report:

The Financial report was presented by Milind Chokshi, CPA. The reports consisted of a review of the Balance Sheet June 30, 2025, Profit and Loss for the period of October 2024 – June 2025, Profit and Loss Comparison October 2024 – June 2025, and Projected Cash Flow Statement for the period of July 2025 – April 2026, Budget vs. Actual: FY25; P&L FY 25 – October 2024 – June 2025.

Chuck made a motion to accept the financial reports as presented, and 2nd by Charlee.

The motion was accepted and approved by the entire Board.

Minutes from Previous Board Meeting:

A motion was made by DeAnna to accept the minutes from the previous board meeting and was 2nd by Chuck.

The minutes were accepted and approved by the entire Board.

ED Report:

The report was given by Kemberly Bush. Kem presented the Programmatic and Agency updates. The highlights were described in the written report, previously distributed.

A motion was made by Chuck to approve the ED Report and was 2nd by DeAnna.

The report was accepted and approved by the entire Board.

New Business:

The Board was asked to allow/approve Kem to sign along with Magueene the Public Service Agreement/grant for the Department of Housing & Economic Development CDBG FY2025-2026.

A motion was made by DeAnna and was 2nd by Octavia.

The motion was approved and accepted by the entire board.

The meeting adjourned at 7:19 pm.

****The Next Board Meeting will take place on Thursday, September 25, 2025. ****



BOARD OF DIRECTORS

The Late Rev. Lance Chaney
Visionary & Founder

Maguene Cadet, Esq
President

Valencia Spells-Anderson
Vice President

Octavia Bell
Treasurer

Charlee Rorie
Director

Marilane Chaney
Director

Rev. Terrence Kearney
Director

Revia Lee
Director

DeAnna Warren
Director

Jodi Schwartz
Director

Rae Whitely
Director

Shantel Drayton
Director

Charles Ridley
Director

Kemberly Bush
Chief Executive Officer

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

ATTN: Tessa Wattley

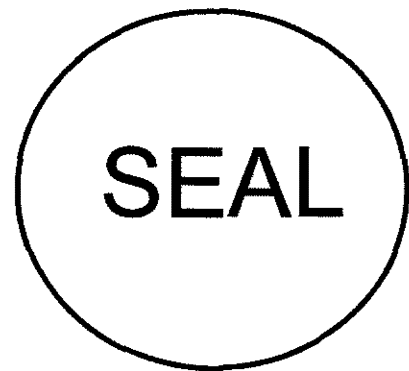
Dear Department of Housing & Economic Development:

Please accept this letter as notification that Pathways to Prosperity does not have a company seal.

Thank you,

A handwritten signature in dark ink, appearing to read "K. Bush", written over a faint circular stamp.

Kemberly Bush
Chief Executive Officer
Pathways to Prosperity
1105 North Federal Highway
Boynton Beach, FL 33435
Kbush@p2ppbc.org





BOARD OF DIRECTORS

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Director

Revia Lee
Director

DeAnna Warren
Director

Jodi Schwartz
Director

Rae Whitely
Director

Shantel Drayton
Director

Charles Ridley
Director

Kemberly Bush
Chief Executive Officer

August 28, 2025

Tessa Wattley
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Verification of Contract Authorization

Dear Ms. Wattley:

This letter serves as official verification that the following individuals are duly authorized to sign a binding contract on behalf of Pathways to Prosperity with Palm Beach County:

- **Kemberly Bush**, Chief Executive Officer
- **Maguene Cadet**, Board of Director Chairman
- **Valencia Spells Anderson**, Board of Director Co-Chairman

If you require any further questions, please feel free to contact our office at 561-903-7743.

Sincerely,

Kemberly Bush,
Chief Executive Officer
Pathways to Prosperity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

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

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

PRODUCER
Valley Insurance Services, Inc
1700 Palm Beach Lakes Blvd #1000
West Palm Beach FL 33401

License#: BR-969511
PATHTOP-01

CONTACT NAME: Comm1 Team: VISinsuranceservices@valley.com
PHONE (A/C, No, Ext): 845-352-9100 FAX (A/C, No): 845-352-9104
E-MAIL ADDRESS: bchurch@valley.com

INSURED
Pathways To Prosperity Inc
P O Box 1593
Boynton Beach FL 33425

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : U.S. Liability Insurance Co. (USLI)	25895
INSURER B : Normandy Insurance Company Inc	13012
INSURER C : Hiscox Insurance Company Inc	10200
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 859674896**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	NPP1592115E	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Abuse & Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		NPP1592115E	10/15/2024	10/15/2025	EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NHFL0052242025	4/28/2025	4/28/2026	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Professional Liability Directors & Officers			P100.380.906.5 NDO1552195M	7/9/2025 1/6/2025	7/9/2026 1/6/2026	C) PL Occ/Aggregate \$2000000/2000000 A) D&O Occ/Aggregate \$500,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Community Center and Counseling Services located at 1105 N Federal Highway Boynton Beach FL 33435

Certificate Holder, as Interest, is included as Additional Insured as respects to the Named Insured by written contract or agreement.
Palm Beach County Board of County Commissioners are included as Additional Insured with respects to General Liability as required by written contract.
Waiver of Subrogation applies in favor of the Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach FL 33406

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

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CDBG PUBLIC SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
URBAN LEAGUE OF PALM BEACH COUNTY, INC.

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Urban League of Palm Beach County, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **1700 N. Australian Avenue, West Palm Beach, FL 33407**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$24,786** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "**County**" means Palm Beach County.
- (B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
- (C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.
- (D) "**Subrecipient**" means the **Urban League of Palm Beach County, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "**DHED Approval**" means the written approval of the DHED Director or his designee.
- (F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Public Service

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$24,786**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

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

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement. The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of

Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official.

In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. **SEVERABILITY OF PROVISIONS**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. **NO ASSIGNMENT**

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. **NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Patrick Franklin, President & CEO
Urban League of Palm Beach County, Inc.
1700 N. Australian Avenue
West Palm Beach, FL, 33407

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

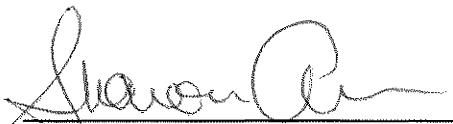
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WITNESS our Hands and Seals on this 31st day of July, 2025.

WITNESS:

SUBRECIPIENT:

URBAN LEAGUE OF PALM BEACH
COUNTY, INC.


Signature

Sharon Anderer
Name (type or print)


Signature

Soul Lam Johnson
Name (type or print)

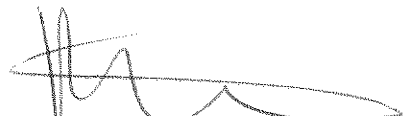

Signature

Felice Harris
Name (type or print)


Signature

Sharon Anderer
Name (type or print)

By: 
Phillip Hutchinson, Board Chair

By: 
Patrick J. Franklin, President & CEO

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By: 
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=County Administration, email=H.Falcon@pbcgov.org, DC=pbcgov, OU=County Administration, OU=CATT, OU=Users, CN=Howard J. Falcon III, E=H.Falcon@pbcgov.org
I am approving this document
Date: 2025.08.27 07:14:50-04'00'
Adobe PDF Editor Version: 12.1.0

By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

PUBLIC SERVICE
SCOPE OF WORK

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient shall provide: the Comprehensive Housing Counseling Program ("Program") at 1700 North Australian Avenue in West Palm Beach and provide assistance and case management focusing on foreclosure, homeless prevention, fair housing, and first time homebuyer education and pre-purchase counseling. The Subrecipient will also conduct a minimum of twelve (12) homebuyer education classes each which include a six (6) hour curriculum and a two (2) hour one-on-one session that covers HUD required topics such as budgeting, mortgage qualification, shopping for a home and the loan process. These Program services shall be provided to one hundred (100) unduplicated beneficiaries during the year.

B. COORDINATION OF SERVICES

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

C. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. Pay for the partial salaries and partial payroll taxes for one (1) Housing Manager and Three (3) Housing Counselors. The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V".

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

D. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **\$18,589.50** of the total funding allocated through this Agreement by **July 15, 2026;** and

2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original **Invoice Coversheet** on letterhead stationery attached hereto as Schedule "I", which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf. A **Household Monthly Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

F. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

G. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.

2. **Monthly Performance Report:** This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the 15th day of each month to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

H. **INSURANCE REQUIREMENTS**

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability:** Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.**" A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability:** Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement.

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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

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.

4. **Waiver of Subrogation**: Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance**: On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject**: 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, coverage, or endorsements.

I. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$24,786**. The reimbursement rate to serve clients shall be **\$247.86 per beneficiary**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.
- B. County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- C. County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D. County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

FROM: Urban League of Palm Beach County, Inc
1700 N. Australian Avenue
West Palm Beach, FL, 33407

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Household Monthly Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE "III"**DIRECT BENEFITS ACTIVITIES**Sub-recipient/Program Name: Urban League of Palm Beach County, Inc Agreement: R _____ - _____ Month/Year Reported: _____

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

* These totals must agree.

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

SCHEDULE "IV"**MONTHLY PERFORMANCE REPORT****A. AGREEMENT INFORMATION**

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Urban League of Palm Beach County, Inc**Address: 1700 N. Australian Avenue
West Palm Beach, FL, 33407

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"
PROGRAM BUDGET

ORGANIZATION: Urban League of Palm Beach County PROGRAM: PUBLIC SERVICE - Housing Counseling FY: 2025-2026 PALM BEACH COUNTY CDBG					CONTACT NAME: Marie Sanches TITLE: Sr. Vice President of Programs PHONE: (561) 8331461 Ext. 3018 / msanches@ulpbc.org					
A. PERSONNEL EXPENSES										
Salaries:										
Positions	FTE	Annual Salary	% Alloc to Program	PBC CDBG Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Banks & Foundations	% Alloc to Other Program Funding	TOTAL
Director of Economic	100%	\$ 73,000.00	2%	\$ 1,659.00		\$0	100%	\$ 73,000.00	\$0	\$ 74,659.00
Housing Counselor	100%	\$ 56,176.00	20%	\$ 11,235.00		\$0	80%	\$ 44,941.00	\$0	\$ 56,176.00
Housing Counselor	100%	\$ 50,898.00	17%	\$ 8,738.00		\$0	90%	\$ 45,809.00	\$0	\$ 54,547.00
Housing Counselor	50%	\$ 18,200.00	0%	\$ -		\$0	100%	\$ 18,200.00	\$0	\$ 18,200.00
		\$ -		\$ -		\$0		\$ -	\$0	\$ -
		\$ -		\$ -		\$0		\$ -		
		\$ 198,274.00		\$ 21,632.00		\$0		\$ 181,950.00		\$ 203,582.00
Fringe Benefits:										
Payroll Taxes	100%	\$ 23,301.00	6%	\$ 1,453.00		\$0	94%	\$ 21,848.00	\$0	\$ 23,301.00
Health	100%	\$ 24,301.00	7%	\$ 1,701.00		\$0	93%	\$ 22,600.00	\$0	\$ 24,301.00
Retirement		\$ -		\$ -		\$0		\$ -	\$0	\$ -
Total Benefits		\$ 47,602.00	7%	\$ 3,154.00		\$0	93%	\$ 44,448.00	\$0	\$ 47,602.00
Sub-Total Personnel										
		\$ 245,876.00	10%	\$ 24,786.00		\$0	92%	\$ 226,398.00		\$ 251,184.00
B. OPERATING COSTS										
1 Professional Fees										
Audit Fees	\$	-	0%	\$ -		\$0	0%	\$ -	\$0	\$ -
Other	\$	-	0%	\$ -		\$0	0%	\$ -	\$0	\$ -
Other	\$	-	0%	\$ -		\$0	0%	\$ -	\$0	\$ -
2 Travel	\$	1,000.00	0%	\$ -		\$0	100%	\$ 1,000.00	\$0	\$ 1,000.00
3 Program Expenses	\$	10,748.00	0%	\$ -		\$0	100%	\$ 10,748.00	\$0	\$ 10,748.00
4 Marketing&Mailings	\$	3,000.00	0%	\$ -		\$0	100%	\$ 3,000.00	\$	\$ 3,000.00
5 Program Supplies	\$	4,500.00	0%	\$ -		\$0	100%	\$ 4,500.00	\$0	\$ 4,500.00
Subtotal Operating Costs										
	\$	19,248.00		\$ -		\$0		\$ 19,248.00	\$0	\$ 19,248.00
C. ADMINISTRATIVE COSTS										
	\$	18,000.00	0%	\$ -		\$0	100%	\$ 18,000.00		\$ 18,000.00
TOTAL PROGRAM BUDGET										
	\$	283,124.00	9%	\$ 24,786.00			93%	\$ 263,646.00	\$0	\$ 288,432.00

SCHEDULE "VI"

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Urban League of Palm Beach County
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]
(signature of officer or representative)

Patrick Franklin
(printed name of officer or representative)

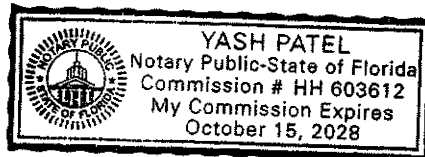
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 18 day of August, 2025, by Patrick Franklin.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department

of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

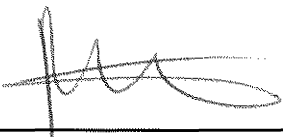
The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Urban League of Palm Beach County, Inc**

ADDRESS: **1700 N. Australian Avenue, West Palm Beach, FL, 33407**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Patrick J. Franklin, President & CEO

August 18, 2025
Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

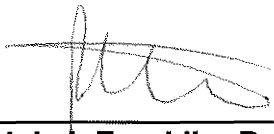
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 Subrecipient, 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 Subrecipient, 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 Subrecipient, **Urban League of Palm Beach County, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Patrick J. Franklin, President & CEO

August 15, 2025
Date



**Urban League of
Palm Beach County, Inc.**

*Empowering Communities.
Changing Lives.*



1700 N. Australian Avenue, West Palm Beach, FL 33407
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PBSO

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AVM, L.P.

Van Williams
Palm Beach State College

Signatories Authorized to Sign Agreements with the County

- Patrick J. Franklin, President & CEO, Urban
League of Palm Beach County
- Marie Sanches, Senior Vice President of
Programs, Urban League of Palm Beach
County



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2025

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

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

PRODUCER Cothrom Risk & Insurance Services 110 E Broward Blvd, Suite 940 Fort Lauderdale FL 33301	CONTACT NAME: PHONE (A/C, No, Ext): 954-368-2191 FAX (A/C, No): E-MAIL ADDRESS: certificates@cothrom.com
INSURED The Urban League of Palm Beach County, Inc. New Urban Community Development Corp Urban League of Palm Beach County Foundation, Inc 1700 N Australian Ave West Palm Beach FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Ascendant Commercial Insurance Incorporated INSURER C: INSURER D: INSURER E: INSURER F:
URBALEA-02	NAIC # 18058 13683

COVERAGES**CERTIFICATE NUMBER:** 143600776**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Abuse Coverage	Y	Y	PHPK2688428006	5/27/2025	5/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse/Mol Ea, Inc/Agg \$ \$1M/\$1M
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		PHPK2688428006	5/27/2025	5/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC734896	12/28/2024	12/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Directors & Officers Employment Practices			PHPK2688428006 PHSD1833620006 PHSD1833620006	5/27/2025 12/15/2024 12/15/2024	5/27/2026 5/27/2026 5/27/2026	Each Incident/Agg. \$1M/\$3M D&O Liability Limit 1,000,000 EPLI Liability Limit 1,000,000

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

Crime Coverage is through Travelers Casualty and Surety Company of America Policy # 105990210 eff 8/19/22 through 8/19/25 with Employee Theft Limit: \$500,000 and Forgery or Alteration Limit: \$500,000.

Certificate Holder is an Additional Insured under the general liability policy when required by written agreement, subject to the terms and conditions of the policy.

A Waiver of Subrogation is also provided in favor of the Cert Holder under the General Liability policy when required by written agreement, subject to the terms and conditions of the policy.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach FL 33406

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cothrom Risk & Insurance Services		NAMED INSURED The Urban League of Palm Beach County, Inc. New Urban Community Development Corp Urban League of Palm Beach County Foundation, Inc 1700 N Australian Ave West Palm Beach FL 33407	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is an additional insured under the auto liability policy per form PI-CA-001 when required by written agreement, subject to the terms and conditions of the policy.

A waiver of subrogation is provided in favor of the Certificate Holder under the auto per form PI-CA-001 when required by written agreement, subject to the terms and conditions of the policy.

The general liability policy is primary and will not seek contribution from the certificate holder's general liability policy when required by written agreement subject to the terms and conditions of the policy.

"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" is listed as an Additional Insured under the general liability policy when required by written agreement subject to the terms and conditions of the policy

30 Days Notice of Cancellation Request is Required

I. LIABILITY COVERAGE EXTENSIONS

A. Who Is An Insured

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. Cost of Bail Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us, or our authorized representative, prompt notice of the “accident” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. “Bodily injury” is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When:	The value of the property is:	
	Building at Location #1:	\$ 75,000
	Building at Location #2:	\$ 100,000
	Personal Property at Location #2:	\$ 75,000
		<u>\$ 250,000</u>
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is:	\$ 180,000
	The Deductible is:	\$ 1,000
	The amount of loss is:	
	Building at Location #2:	\$ 30,000
	Personal Property at Location #2:	<u>\$ 20,000</u>
		\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

CDBG PUBLIC SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
VITA NOVA, INC

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Vita Nova, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **1316 Alpha Street, West Palm Beach, FL 33401**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$52,051** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) **"County"** means Palm Beach County.
- (B) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.
- (C) **"DHED"** means Palm Beach County Department of Housing & Economic Development.
- (D) **"Subrecipient"** means the **Vita Nova, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) **"DHED Approval"** means the written approval of the DHED Director or his designee.
- (F) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **"Program Income"** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **"Revenues"** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **"Project"** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.
- (K) **"County's Urban County Program"** shall mean the Urban County Qualification Program as defined by HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. **TIME OF PERFORMANCE**

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

Public Service

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Services, under 24 CFR 570.201(e)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(2) – Limited Clientele.

5. **FUNDING DISBURSEMENT TO SUBRECIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$52,051**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD. In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. **CONDITIONS FOR PROJECT IMPLEMENTATION**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede.

In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient 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 Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

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 Subrecipient 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

14. INDEMNIFICATION

Subrecipient 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 the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A".

The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient 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, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient 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 Subrecipient's judgement 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 Subrecipient 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 Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;

- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Jeff DeMario, Chief Executive Officer
Vita Nova, Inc
1316 Alpha Street
West Palm Beach, FL, 33401

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. 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 Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

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

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

- (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants 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.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

- (B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or 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 Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

All records stored electronically by the Subrecipient 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 Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. **INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this 14 day of AUGUST, 2025.

WITNESS:

SUBRECIPIENT:

Vita Nova, Inc.

Steven Ersavec
Signature

STEVEN ERSAVEC
Name (type or print)

Elizabeth Smiley
Signature

ELIZABETH SMILEY
Name (type or print)

Steven Ersavec
Signature

STEVEN ERSAVEC
Name (type or print)

Elizabeth Smiley
Signature

ELIZABETH SMILEY
Name (type or print)

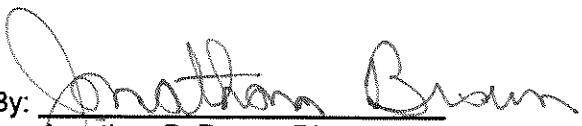
By: [Signature]
Dr. Vassilia Binesztok, Board Chair

By: [Signature]
Jeff DeMario, Chief Executive Officer

(Corporate Seal)

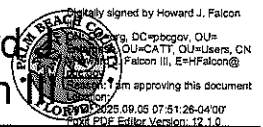
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By: 
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon
DN: cn=Howard J. Falcon, o=Palm Beach County, ou=Housing, DC=pbcgov, OU=Housing, CN=Falcon III, E=H.Falcon@pbcgov
Reason: I am approving this document
Date: 2025.09.05 07:51:28-04'00'
PDF PDF Editor Version: 12.1.0

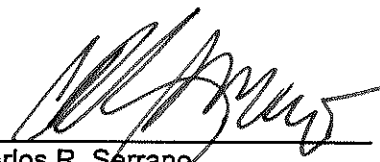
By: 
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

PUBLIC SERVICE
SCOPE OF WORK

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient shall provide: through Vita Nova Village Program ("Program"), supportive transitional housing and case management services to youths of ages 18-25 and aging out of foster care or are at risk of becoming homeless. The Subrecipient shall provide the services to its homeless clients living within the Program facility located at 1316 Alpha Street, West Palm Beach, FL 33401 and to other clients who live off campus and come to the facility for services. During the term of this Agreement, the Subrecipient shall provide the services described herein to nineteen (19) duplicated persons per month and twenty-five (25) unduplicated homeless youths annually.

B. COORDINATION OF SERVICES

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

C. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "V". **Specifically, the funds will be used for the following:**

1. **Partial salary for a Case Manager and for operating costs associated with the Program.** The Subrecipient attests to the accurate completion of Schedule "V" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform County and obtain written approval from the County of any proposed changes to the budget in Schedule "V".

Further budget changes within the designated contract amount may be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

D. PERFORMANCE REQUIREMENTS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **\$39,038.25** of the total funding allocated through this Agreement by **July 15, 2026**; and
2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2026**..

3. The Subrecipient shall meet the CDBG National Objective of benefitting low-to moderate income persons by serving homeless youths ages 18 to 25 who have aged out of foster care or who are at risk of becoming homeless. This population is presumed by HUD to be principally low- to moderate income persons per 24 CFR 570.208(a)(2)(A) Limited Clientele/Presumed Benefit.

Homeless Person is defined as homeless youths, or youths at risk of becoming homeless, ages 18 to 25 who have aged out of foster care.

For the purposes of this Agreement, “homeless”, “homeless individuals”, and “homeless persons” is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as the following:

- (i) An individual or family who lacks a fixed, regular, and adequate nighttime residence and is:
 - An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals); or
 - An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in a shelter or place not meant for human habitation immediately before entering the institution;
- (ii) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - The primary nighttime residence will be lost within fourteen (14) days of the application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (iii) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C.14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C.254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

- Have not had a lease, ownership interest, or occupancy agreement in permanent housing and any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
- Have experienced persistent instability as measured by two moves or more during the sixty (60) day period immediately preceding the date of application for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

4. Homeless Services:

- (i) Maintain and follow written intake procedures to ensure compliance with the “homeless” definition as described herein in this Exhibit “A”, Section D of this Agreement. The procedures must include documentation at intake of the evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance.

The Subrecipient shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:

- (ii) Acceptable evidence of homelessness of an individual or family:
 - Certification by the individual or head of household seeking assistance;
 - Written observation by an outreach worker of the conditions where the individual or family was living; or
 - A written referral by another housing or service provider.
- (iii) Acceptable evidence that a person resided in a shelter facility or is exiting an institution where he resided for ninety (90) days or less:
 - Any one of the three documents described above; and
 - A written referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time the individual resided in the institution.
- (iv) Acceptable evidence that a person or family will imminently lose their housing must include one of the following:
 - A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days;
 - For individuals or families leaving a hotel room not paid by Federal, State or Local government resources, evidence that individual or family lacks the resources necessary to reside there for fourteen (14) days; or

- An oral statement by the individual or head of household seeking assistance that the owner or renter of the housing in which they are residing will not allow them to stay for more than fourteen (14) days. This statement must be documented and verified; and
 - Certification by the individual or head of household seeking assistance that no subsequent residence has been identified; and
 - Self-certification or other written documentation that the individual or family lacks the financial resources and support networks needed to obtain permanent housing.
- (v) Acceptable evidence of homelessness for unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless:
- Certification by the individual or head of household seeking assistance; written observation by an outreach worker of the conditions where the individual or family was living; or referral by another housing or service provider;
 - Certification by the individual or head of household seeking assistance and any supporting documentation that the individual or family has moved two or more times during the sixty (60) day period immediately before applying for assistance; and
 - Written diagnosis from appropriate licensed professional or an intake observation of disability that is to be confirmed within forty-five (45) days of the application for assistance by and appropriate professional.

This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED. **The Subrecipient 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 Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subrecipient shall submit, no later than the **15th day of each month**, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice and letterhead stationery attached hereto as the **Invoice Cover Sheet** (Schedule "I"), which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf. A **Client Monthly Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and is required for reimbursement under this Agreement.

F. GEOGRAPHIC LIMITATIONS

1. No less than fifty-one percent (51%) of the persons assisted through this Agreement shall reside within the Palm Beach County Urban County Program Jurisdiction.

The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

G. REPORTS

The Subrecipient shall submit the following reports to DHED:

1. **Client Monthly Record**: This Form, attached hereto as Schedule "II", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the **15th day of each month** in order to provide the County with information regarding the number of clients served and the services provided by the Subrecipient during the prior month.
2. **Direct Benefit Activities Form**: This Form, attached hereto as Schedule "III", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement and shall be submitted no later than the 15th day of each month in order to provide the County with information regarding activities undertaken by the Subrecipient during the prior month.
3. **Monthly Performance Report**: This Report, attached hereto as Schedule "IV", shall be submitted by the Subrecipient to DHED for each month covered by this Agreement. This Report shall be submitted no later than the 15th day of each month to report on activities undertaken by the Subrecipient during the prior month. The Subrecipient shall assure that all reports of program income shall be included on this monthly report as required in Section 39 (C) of this Agreement.

H. CLIENT MANAGEMENT INFORMATION SYSTEM (CMIS)

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

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

I. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the

Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability:** Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured."** A copy of the endorsement shall be provided to County upon request. **Note:** Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability:** Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
3. **Professional Liability:** Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** each occurrence, and **\$2,000,000** per aggregate. 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 Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. 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 term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. 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.
4. **Waiver of Subrogation:** Except where prohibited by law, Subrecipient 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, then Subrecipient shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

5. **Certificates of Insurance**: On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

6. **Right to Revise or Reject**: 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, coverage, or endorsements.

J. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VI, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

- A. County shall reimburse the Subrecipient on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$52,051**. The reimbursement rate to serve clients shall be **\$228.29 per person/month**. In the event of closure of the facility due to a natural disaster, the Subrecipient may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.
- B. County shall provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.

- C.** County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.
- D.** County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

FROM: Vita Nova, Inc
1316 Alpha Street
West Palm Beach, FL, 33401

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period _____ through _____.

Additionally, please find the attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

Attachments: Client Monthly Record (Schedule "II")
Direct Benefit Activities Form (Schedule "III")
Monthly Performance Report (Schedule "IV")

SCHEDULE "II"**CLIENT MONTHLY RECORD**

Reimbursement for Month of _____

NAME OF CLIENT/CODE IDENTIFIER	COMPONENTS FOR UNIT OF CASE MANAGEMENT/THERAPY OFFERED					
	EDUCATION	VOCATIONAL	FINANCIAL	SOCIAL/EMOTIONAL HEALTH	HEALTH AND WELLNESS	TOTAL
TOTAL NUMBER OF CLIENTS FOR WHICH REIMBURSEMENT IS BEING REQUESTED						

Amount being requested computed at \$ _____ per client for _____ clients = \$ _____

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

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

SCHEDULE "III"**DIRECT BENEFITS ACTIVITIES**Sub-recipient/Program Name: Vita Nova, Inc.

Agreement: R _____ - _____

Month/Year Reported: _____

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

* These totals must agree.

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

SCHEDULE "IV"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

Agreement Number: R_____ - _____ Month Covered: _____

Subrecipient: **Vita Nova, Inc.**

Address: 1316 Alpha Street
West Palm Beach, FL, 33401

Person Preparing Report: _____

Signature and Title: _____

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "V"**PROGRAM BUDGET**

ORGANIZATION: VITA NOVA, INC					CONTACT NAME: Steven Erjavec				
PROGRAM: PUBLIC SERVICE - VITA NOVA VILLAGE PROGRAM					TITLE: CFO				
FY: 2025-2026 PALM BEACH COUNTY CDBG					PHONE: (954) 649-8198 / SErjavec@vitanovainc.org				
A. PERSONNEL EXPENSES									
Salaries:									
		Program FY25-26		PBC CDBG		Batchelor		Other	
Positions	FTE	Expenses	% Alloc to Program	Funding	% Alloc to Program	Foundation	% Alloc to Program	Funding VNI	TOTAL
Chief Operations Officer	0.2	\$22,000.00		\$0.00		\$0.00		\$22,000.00	\$22,000.00
Program Direcctor	0.5	\$42,500.00		\$0.00		\$42,500.00		\$0.00	\$42,500.00
Housing Case Managers	2	\$104,000.00		\$34,000.00		\$70,000.00		\$0.00	\$104,000.00
Housing Supervisor	0.5	\$28,500.00		\$0.00		\$0.00		\$28,500.00	\$28,500.00
Total Salaries		\$197,000.00		\$34,000.00		\$112,500.00		\$50,500.00	\$197,000.00
Total Fringe Benefits: Health etc		\$46,141.00		\$7,343.00		\$3,894.00		\$34,904.00	\$46,141.00
Payroll Taxes		\$15,070.00		\$2,601.00		\$8,606.00		\$3,863.00	\$15,070.00
Total Benefits		\$61,211.00		\$9,944.00		\$12,500.00		\$38,767.00	\$61,211.00
Sub-Total Personnel		\$258,211.00	17.02%	\$43,944.00	48.41%	\$125,000.00	34.57%	\$89,267.00	\$258,211.00
B. OPERATING COSTS									
1 Professional Fees		\$7,400.00		\$0.00		\$0.00		\$7,400.00	\$7,400.00
2 Building / Occupancy		\$184,238.00		\$2,400.00		\$0.00		\$181,838.00	\$184,238.00
3 Utilities		\$65,527.00		\$5,707.00		\$0.00		\$59,820.00	\$65,527.00
4 Project Supplies/Equipment		\$44,972.00		\$0.00		\$0.00		\$44,972.00	\$44,972.00
Sub-Total Operating Costs		\$302,137.00	2.68%	\$8,107.00	0.00%	\$0.00	97.32%	\$294,030.00	\$302,137.00
TOTAL PROGRAM BUDGET		\$560,348.00	9.29%	\$52,051.00	22.31%	\$125,000.00	68.40%	\$383,297.00	\$560,348.00
C. ADMINISTRATIVE COSTS									
		\$56,034.80		\$0.00		\$0.00		\$56,034.80	\$56,034.80

SCHEDULE "VI"

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of VITA NOVA INC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative) JEFF DEMARIO
(printed name of officer or representative)

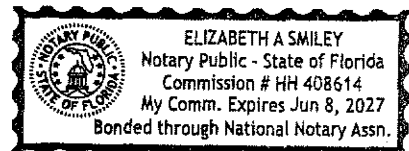
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this, 14th day of August, 2025, by JEFF Demario.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Elizabeth A. Smiley
NOTARY PUBLIC
My Commission Expires: June 8, 2027
State of Florida at large



(Notary Seal)

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Vita Nova, Inc.**

ADDRESS: **1316 Alpha Street, West Palm Beach, FL 33401**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Jeff DeMario, Chief Executive Officer

8 | 14 | 2025

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient 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 Subrecipient, 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 Subrecipient, 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 Subrecipient, **Vita Nova, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Jeff DeMario, Chief Executive Officer

8/14/2025

Date



July 18, 2025

Tessa Wattley
Real Estate Contract Analyst
Department of Housing & Economic Development
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406

Dear Ms. Wattley:

Per your request, please be advised that the following individuals are authorized to sign agreements with Palm Beach County on behalf of Vita Nova, Inc.:

Jeff DeMario	Chief Executive Officer	jdemario@vitanovainc.org	561-427-3996
Steven Erjavec	Chief Financial Officer	serjavec@vitanovainc.org	954-649-8198

Please let me know if you have any questions or require further information in this regard.

Thank you.

Steven Erjavec
Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2024

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

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

PRODUCER	Brewster-Allen-Wichert, Inc 500 Montauk Highway Suite N West Islip, NY 11795	CONTACT NAME: Jacqueline Dobbins PHONE (A/C, No, Ext): 631-661-6060 E-MAIL ADDRESS: CL@BAWINS.COM	FAX (A/C, No):
INSURED	Vita Nova Inc 2724 N Australian Ave West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westguard Insurance	NAIC #: A0933
		INSURER B: AMTrust North America	A0741
		INSURER C: U.S. Liability Insurance Company	A0736
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Sexual Molestation ☒ \$1mm/\$3mm GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	C1GP507011	10/18/2024	10/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			C2GP504820	10/18/2024	10/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10000	OCCUR	Y	C3GP502857	10/18/2024	10/18/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4488544	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers			NDO1594983A	10/01/2024	10/01/2025	D&O \$5,000,000
C	Cyber Liability			ESN0040097366	10/01/2024	10/01/2025	Cyber Liability \$1,000,000
A	Professional Liability			C1GP507011	10/18/2024	10/18/2025	Professional Liability \$3,000,000

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

The Certificate Holder, Palm Beach County of Board of County Commissioners is included as Additional Insured, including Waiver of Subrogation. Policy does not contain any endorsement excluding Contractual Liability or Cross Liability. 30 day notice of cancellation for other than nonpayment, 10 day notice of cancellation for nonpayment or nonrenewal

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Department of Housing & Economic Development 100 Australian Ave Ste 500 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Steven Escimos</i>

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Summary of Agreements/Scope of Services

BENEFICIARIES

- A. Aid to Victims of Domestic Abuse, Inc. - \$39,658** for assistance to victims of domestic abuse for transitional housing and supportive services for up to 20 duplicated clients per month and 26 unduplicated persons on an annual basis.
- B. Legal Aid Society of Palm Beach County, Inc. - \$61,965** for fair housing enforcement education and outreach activities in Palm Beach County through the Agency's Fair Housing Project. Specifically, a minimum of 20 unduplicated individuals will be provided with enforcement representation, housing and credit counseling services annually and a minimum of six (6) education and outreach events will be conducted.
- C. Palm Beach County Food Bank, Inc. - \$27,263** for assistance to approximately 400 unduplicated seniors annually to qualify for SNAP benefits; and
- D. Pathways to Prosperity, Inc. - \$27,263** for assistance to up to 75 unduplicated client or Circle Leaders on an annual basis who are transitioning out of poverty; and
- E. Urban League of Palm Beach County, Inc. - \$24,786** for foreclosure mitigation counseling, homebuyer education classes, and pre-purchase homebuyer counseling services with a minimum of 12 homebuyer education classes to 100 unduplicated households annually; and
- F. Vita Nova, Inc. - \$52,051** for supportive housing and life skills training services to an average of 19 duplicated youths per month and 25 unduplicated homeless youths annually, from ages 18 to 25, who have aged out of the foster care system.

PUBLIC SERVICE PERFORMANCE METRICS

	AGENCY	FY 2024-2025 Goal	FY 2024-2025 Actual*	FY 2025-2026 Goal
A	Aid to Victims of Domestic Abuse, Inc.	240	169	240
B	Legal Aid Society of Palm Beach County, Inc.	20	17	20
C	Palm Beach County Food Bank, Inc.	480	351	400
D	Pathways to Prosperity, Inc.	75	72	75
E	Urban League of Palm Beach County, Inc.	100	95	100
F	Vita Nova, Inc.	300	230	300

* FY 2024-2025 Actual, is total served through 7/31/25 or first ten (10) months of the Agreement term.