

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026
[X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a retroactive sole source Contract for Provision of Services (Contract) for the period of December 1, 2025 through September 30, 2026, with the Housing Leadership Council of Palm Beach County, Inc. (HLC), in an amount not to exceed \$30,000, to equip a cohort of faith-based organizations (FBOs) with the technical knowledge, partnerships, and financial readiness needed to transform underutilized FBO-owned land into viable, sustainable, affordable housing developments. HLC will launch and manage the comprehensive training program entitled the Faith-Based Affordable Housing Development Program (Program).

Summary: In the fall of 2025, the Community Services Department (CSD) began discussions with affordable housing sector leaders, including Housing Leadership Council of Palm Beach County, Inc. The Program will leverage proven curriculum frameworks developed by the Florida Housing Coalition (FHC) and other partners, incorporating best practices from faith-based development initiatives such as the nationally recognized “Yes In God’s Backyard” (YIGBY) movement. The goal is to empower FBOs to advance from concept to construction-ready projects that contribute to the implementation of Palm Beach County’s “Housing for All” Plan (Plan) and help address regional affordable housing and homelessness challenges. This initiative will include the process to develop cottage homes and micro units. HLC is uniquely qualified to provide these services based on its established role within Palm Beach County (County) and the Continuum of Care (CoC), its extensive knowledge of the County’s housing needs, and its specialized affordable housing sector to provide these services in alignment with HUD’s CoC performance objectives. This is a HUD CoC Planning Grant FL1096L4D052400–funded project. Countywide (JBR)

Background and Justification: The objectives and outcomes of this project align with the Plan. The Plan states, “Availability of a range of affordable housing options is one of the most important community and economic development issues facing communities. The high rate of resident turnover, the loss of professionals, skilled workers, and key wage earners damages the local economy. Providing housing for a mix of income groups helps retain and attract workers from various backgrounds and skills”. According to the Plan, housing costs in the County increased by nearly 26% between 2020 and 2021. The majority (57%) of low-wage service sector occupations have hourly wages that translate to workers earning 40-60% of the County’s median household income. The Florida International University (FIU) Affordable Housing Needs Assessment, which informed the Plan, found that more than 65% of owners and 90% of renters within these income categories are paying more for housing than they can afford. As a result, most service-sector households and families have limited choices and must rely on affordable rental housing opportunities, where available. The Program aims to train FBOs with available land in the process of developing affordable housing units, with services offered countywide.

Attachments:

- 1. Contract for Provision of Services with Housing Leadership Council of Palm Beach County

Recommended By: Taruna Mallotra 1/7/2026
Department Director Date
Approved By: Tammy R. [Signature] 1/14/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	30,000				
External Revenue	(30,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
Does this item include the use of Federal funds? Yes X No
Does this item include the use of State funds? Yes No X

Budget Account No.:
Fund 1001 Dept. 142 Unit 1435 Object 3401 Program Code CP20 Program Period GY25

B. Recommended Sources of Funds/Summary of Fiscal Impact:
U.S. Department of Housing and Urban Development

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
DEAC0C7C0E80A4

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

Signature

1/8/2026

OFMB

1/7-8-26

1/13/26

26/1.12.26

Signature

1/13/26

Contract Development and Control

26/1.12.26

B. Legal Sufficiency:

Signature

1/13/26

Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of 3rd day of February, 2026, 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 **Housing Leadership Council of Palm Beach County, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **20-4416008**.

WHEREAS, the COUNTY, The Consolidated Appropriations Act, 2024 (Pub. L. 118-42, approved March 9, 2024), Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301 et seq. (the “Act”), and the Continuum of Care (CoC) Program rule at 24 CFR part 578 (the “Rule”), has entered into Continuum of Care Program (Assistance Listing #14.267) Grant Agreement (**EXHIBIT J**) with the United States Department of Housing and Urban Development (HUD) and is designated RECIPIENT of the CoC Planning Grant funding in Palm Beach County; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide Consultation services to persons experiencing homelessness in Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT I - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY’S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Contract; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Contract; (3) the federal award or funding document for this Contract; (4) the

provisions of the Contract, including **EXHIBIT A** and **EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION**; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on December 1, 2025 and complete services on September 30, 2026.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

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

ARTICLE 5 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00)**.

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

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

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

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County (BCC) and received from the United States Government under United States Department of Housing and Urban Development (HUD).

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

This Contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Contract, if the AGENCY indicates in a written notice as set forth in Article 31 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Contract. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall

not be deemed a cancellation of the Contract. All remaining terms and conditions of this Contract shall remain in full effect throughout the term of the Contract.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Contract service amount by the months in the Contract unless otherwise provided for in this Contract. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY’S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: AGENCY 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.

- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each 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 AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Contract. 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, AGENCY 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 AGENCY 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.
- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 AGENCY 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits

of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **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.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY’S provision of services, or failure to provide services, pursuant to this Contract. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

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

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

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

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

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

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during

employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the AGENCY 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 AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY 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.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Contract that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract. Vendor shall comply with the Drug Free Workforce Act of 1988.

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

ARTICLE 15 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

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

ARTICLE 16 REMEDIES

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

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM, EXHIBIT G – CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT** and the Agency's Programmatic Requirements contained in **EXHIBIT I**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth

in **EXHIBIT C** on accounting for all funds expended hereunder no later than 30 days from the Contract end date.

The AGENCY shall submit quarterly the **EXHIBIT D – CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. § 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Contract.

- a. The annual financial audit report shall include all management letters and the AGENCY’S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the AGENCY’S fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls,

checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

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

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

ARTICLE 21 DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

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

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Contract.

ARTICLE 24 CONTINGENT FEES

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to

perform the work and, if the AGENCY'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

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

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

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

ARTICLE 29 TERMINATION

This Contract may be terminated by the AGENCY upon thirty (30) days' prior written notice to the

COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 NOTICES

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

Taruna Malhotra, Assistant Department Director
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Suzanne Cabrera, CEO
Housing Leadership Council of Palm Beach County, Inc.
2101 Vista Parkway #4027
West Palm Beach, Florida 33411

ARTICLE 32 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have

written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

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

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

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

ARTICLE 33 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subagencies and AGENCY 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY 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 section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY’S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY’S representative/liaison, on behalf of the COUNTY’S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY’S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 35 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY’S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 36 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

ARTICLE 37 AUTHORITY TO PRACTICE

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

ARTICLE 38 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 39 FEDERAL AND STATE TAX

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

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

ARTICLE 40 DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (**EXHIBIT H**) is required at time of contract execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Contract award.

This Contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, 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. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in

the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 42 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Contract. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F**, which is attached hereto and incorporated herein.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The AGENCY acknowledges that 31 U.S.C. 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY's actions pertaining to this contract. (31 U.S.C. Chapter 38).

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the

government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subrecipient under the Contract. (31 U.S.C. 3729).

ARTICLE 49 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY 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), uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY’S subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGNECY’S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 50 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 51 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT K**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 52 COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means.

ARTICLE 53 ENTIRETY OF CONTRACTUAL CONTRACT

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

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

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

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Housing Leadership Council of Palm Beach
County, Inc.

BY:

DocuSigned by:

Suzanne Cabrera

FAA9FF8DD9C4473

Authorized Signature

Suzanne Cabrera, CEO
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:

Initial

JBR

_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:

DocuSigned by:

Taruna Malhotra

1459E4101F1049C...

Department Director

SCOPE OF WORK

Agency: Housing Leadership Council, Inc.
Program Name: Faith-Based Affordable Housing Development Program

I. Project Overview

The Housing Leadership Council of Palm Beach County, Inc. (HLC), will launch and manage a comprehensive Faith-Based Affordable Housing Development Program. This initiative will equip a cohort of faith-based organizations with the technical knowledge, partnerships, and financial readiness to transform underutilized faith-based organization (FBO)-owned land into viable, sustainable, affordable housing developments. This includes the development of cottage homes and micro units.

The program will leverage proven curriculum frameworks developed by the Florida Housing Coalition (FHC) and other collaborators integrating best practices from their faith-based development initiatives. This includes the nationally recognized “Yes In God’s Backyard” (YIGBY) movement. The goal is to empower faith-based institutions to advance from concept to construction-ready projects that contribute to the implementation of Palm Beach County’s “Housing for All” plan and address the region’s affordable housing and homelessness challenges.

HLC will coordinate the partnerships, oversee consultant procurement, manage cohort selection, and ensure all curricula, technical assistance, and deliverables align with Palm Beach County’s affordable housing priorities.

II. Program Goals and Objectives

- 1. **Increase Faith-Based Development Capacity:**
Build the knowledge, skills, and confidence of faith-based organizations to initiate, plan, and implement affordable housing development projects on their own land.
- 2. **Advance Affordable Housing Production:**
Facilitate the creation of new housing units through faith-based land activation in alignment with Palm Beach County’s comprehensive housing strategies.
- 3. **Foster Strategic Partnerships:**
Connect faith-based organizations with developers, lenders, public agencies, and philanthropic partners to enhance project feasibility and long-term sustainability.
- 4. **Promote YIGBY Principles:**
Educate and mobilize faith-based leaders to advocate for policy frameworks that enable affordable housing on FBO-owned land through “Yes In God’s Backyard” initiatives.
- 5. **Strengthen Countywide Collaboration:**
Build alignment between faith-based stakeholders, local jurisdictions, and housing intermediaries to streamline the planning, zoning, and funding processes for faith-based projects.

III. Roles and Responsibilities

- A. Housing Leadership Council of Palm Beach County, Inc. (HLC):
- Serve as the lead coordinating agency and fiscal manager for the Faith-Based Affordable Housing Cohort.
 - Convene a steering committee to guide program implementation, ensure curriculum alignment, and oversee participant selection.
 - Manage all logistics for in-person and virtual training sessions.
 - Coordinate local guest speakers, site visits, and peer-learning exchanges.

- Monitor and evaluate program progress and outcomes.
- Submission of reports outlines in Section VII. Program Deliverables.

IV. Participant Eligibility Criteria

To participate in the Faith-Based Affordable Housing Cohort, organizations must meet the following criteria:

1. Be a faith-based organization or house of worship located within Palm Beach County.
2. Own or control land suitable for affordable housing development.
3. Have authorization from organizational leadership to participate and explore development opportunities on their property.
4. Commit to active participation in all cohort sessions and completion of assigned work.
5. Designate at least two representatives (one leadership and one administrative or facilities staff/volunteer member) to attend sessions.
6. Demonstrate a commitment to addressing housing insecurity as part of their ministry and community mission.

Preference will be given to organizations serving low- and moderate-income communities or those located in areas identified as priority zones for affordable housing development.

V. Program Structure

The Faith-Based Affordable Housing Development Cohort will consist of training sessions covering outlined topics. Sessions can alternate between in-person and virtual formats, with in-person meetings held at centrally located venues in Palm Beach County.

Each session will:

- Be facilitated by HLC staff with support from consultants.
- Include expert presentations, hands-on workshops, and peer discussions.
- Require participants to set goals and complete assignments that advance their housing development concept between sessions.
- Build sequentially from foundational knowledge to advanced project readiness.

VI. Program Phases and Curriculum Themes

Phase 1: Introduction and Visioning

From Mission to Mobilization

Objectives:

- Ground participants in the regional housing context and the faith-based role in housing justice.
- Help organizations articulate their vision for housing development and assess site readiness.
- Introduce YIGBY legislation and land-use opportunities for faith-based organizations.

Curriculum Topics:

- Overview of the Affordable Housing Crisis in Palm Beach County
- Faith-Based Land Development Opportunities and Barriers
- Introduction to the Yes In God’s Backyard (YIGBY) Movement
- Understanding the “Housing for All” Plan and County Housing Resources
- The Role of Faith-Based Institutions in Addressing Homelessness and Housing Instability
- Learning how to conduct a Preliminary Site Assessment and Feasibility Review
- Setting Organizational and Project Goals
- Assignment: Develop a “Vision and Values Statement” for housing development

Phase 2: Conceptual and Intermediate Development
From Vision to Viability

Objectives:

- Advance conceptual projects into defined development concepts.
- Strengthen financial, technical, and organizational capacity.
- Introduce key development team roles and partnerships.

Curriculum Topics:

- Understanding Development Processes and Stakeholder Roles
- Building Effective Partnerships with Affordable Housing Developers
- Structuring Joint Venture Agreements and MOUs
- Creating a Development Budget and Identifying Funding Streams
- Introduction to Pro Forma Development and Financial Feasibility
- Navigating Planning, Zoning, and Entitlement Processes
- Risk Management and Legal Considerations for Faith-Based Developers
- Engaging the Congregation and Community in the Development Process
- Assignment: Prepare a Conceptual Site Plan and Initial Pro Forma

Phase 3: Advanced Development and Readiness
From Plans to Projects

Objectives:

- Training on development plans, pro forma, and readiness to enter the planning and zoning process.
- Connect participants to potential funding and development partners.

Sample Curriculum Topics:

- Refining the Pro Forma and Funding Strategy
- Leveraging City, County, and State Housing Funds (SHIP, HOME, CRA, CDBG)
- Financing Tools and Capital Stack Strategies
- Due Diligence, Predevelopment Budgeting, and Site Control
- Planning, Zoning, and Permitting Procedures in Palm Beach County
- Operational Considerations for Affordable and Cottage Housing Models
- Sustainability and Property Management Planning
- Presentation of a “Development Readiness Portfolio”
- Assignment: Prepare a Planning & Zoning Submission Package

VII. Program Deliverables

For the Housing Leadership Council:

- Cohort recruitment and selection of up to 15 faith-based organizations.
- Execution of partnership agreements.
- Completion of structured training sessions covering topics outlined.
- Submit Monthly Program Progress Reports detailing program activities and progress towards the contract deliverables by the 15th of each month.
- Submit an Interim Program Report documenting cohort achievements, outcomes, challenges, lessons learned by May 15, 2026.
- Submit a Final Year End Program Evaluation Report documenting cohort achievements, outcomes, challenges, lessons learned, and recommendations for scaling by October 15, 2026.

For Faith-Based Participants:

- Completion of all assigned coursework and attendance requirements.
- Submission of project goals, conceptual site plan, and draft pro forma.
- Demonstration of readiness to proceed with planning/zoning and development partnerships.

VIII. Evaluation and Performance Metrics

HLC will develop an evaluation framework measuring outcomes in the following categories:

1. Participation and Engagement
 - Number of participating faith-based organizations
 - Attendance and completion rates
 - Participant satisfaction and feedback

2. Capacity Building

- Increases in knowledge and confidence as measured by pre- and post-assessments
- Number of participants completing development concepts and pro formas

3. Project Readiness

- Number of sites advanced to conceptual, predevelopment, or planning stages
- Number of partnerships formed with developers or funders

4. System-Level Impact

- Alignment with Palm Beach County affordable housing goals

IX. Implementation Schedule
Major Activities

Program launch, participant orientation

Introductory training sessions (affordable housing landscape, YIGBY, site feasibility)

Intermediate sessions (budgeting, partnerships, and financial modeling)

Mid-point evaluation and peer exchange

Advanced technical training (zoning, entitlements, funding)

Final intensive; presentations; graduation and evaluation report

X. Budget and Resource Allocation

A detailed project budget will be developed to include:

- Consultant and instructor fees (subject matter experts, facilitators)
- Venue, materials, and logistical support
- Participant support and stipends (if applicable)
- Evaluation and reporting costs
- Administrative and coordination expenses

HLC will ensure all expenditures align with grant and partnership requirements and maintain full transparency and accountability.

EXHIBIT B

UNITS OF SERVICE RATE AND DEFINITION
FY 2026 CONTRACT FOR THE PROVISION OF SERVICES

Agency: Housing Leadership Council, Inc.
Program Name: Faith-Based Affordable Housing Development (FBAHD) Program

Budget Description	Amount
FBAHD Consultation, Development, Implementation, and Evaluation Services as defined in Exhibit A – Scope of Work, December 1, 2025 – September 30, 2026	\$30,000
TOTAL:	\$30,000

Monthly Program Progress Reports, Interim Program Report, and a Final Year End Program Evaluation Report (as applicable), as identified in Exhibit A, Scope of Work, Section VII Program Deliverables must be submitted along with the reimbursement requests and signed cover letters.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the quarterly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Community Services Department will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and _____ ("Agency") contract number _____ effective date _____, for _____ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

Signature

Date

Print Name

CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

AGENCY NAME

Authorized Representative

Date

Attachments:

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____ Date Incident Occurred: _____

Person Completing Form: _____ Date of Report: _____

Email address (Optional): _____ Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.
 - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.
 - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify County – within 14 business days.
 - ☐ Resignation/Termination of CEO, President, or CFO
 - ☐ Resignation/Termination of key funded staff
 - ☐ Program funded staff vacancy over 90 days
 - ☐ Loss of funding from another Funder that could impact services
 - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name _____ Position / Title _____

Individual Completing Report: Signature _____ Date _____

**USE OF AND RESTRICTIONS REGARDING
THE PREMISES**

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

EXHIBIT F

to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

8. **Indemnity:** To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

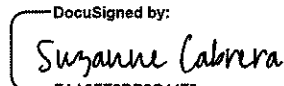
CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

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

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

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

The Vendor, Housing Leadership Council 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 Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

EAA9FE9DD9C4473...

Signature of Vendor’s Authorized Official

Suzanne Cabrera, CEO
Name and Title of Vendor’s Authorized Official

11/20/2025
Date

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

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

COMPANY NAME: Housing Leadership Council of Palm Beach County, Inc.

ADDRESS: 2101 Vista Parkway, 4027, WPB, FL 33411

COMPANY'S AUTHORIZED OFFICIAL:

Suzanne Carbrera, CEO

Name and Title

DocuSigned by:

EAA9FE9DD9C4473...

Signature

11/20/2025

Date

AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

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

1. AGENCY shall maintain separate financial records for Housing and Urban Development Continuum of Care Planning (HUD COCP) Contract funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. HUD COCP cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, shall be included in monthly invoices. Allowable administrative expenses shall not exceed zero percent (0%) of expended Contract funds and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category, shall be available in the detailed general ledger, and shall support the unit rate and number of units billed.
2. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
3. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
4. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.
5. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY's performance under this Contract to assure that its fiscal and programmatic goals and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. Additionally, the DEPARTMENT staff will utilize and review other funder's

licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice and during normal business hours for purposes of review, analysis, inspection and audit.

6. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, this **EXHIBIT** and current monitoring tool.
7. AGENCY with findings during the monitoring phase shall complete a Partnership Contract within 30 days outlining how and when findings will be resolved.
8. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.
9. AGENCY shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT. Quarterly programmatic outcome and fiscal reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee on the following dates: January 15, April 15, July 15, October 15.
10. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that is required to meet the needs of families within multiple regions across the COUNTY.
11. AGENCY shall comply with applicable state and federal licensure and guidelines relevant to services delivered within this service category.
12. Disclosure of Incidents:
AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involved any Clients within four to eight (4 – 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E – COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any client served through the program funded in whole or part through funds. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the

- likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- 13. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:
 - a. Resignation/Termination of Key funded staff.
 - b. Funded Staff vacancy position for 90 days or more.
 - c. Loss of funding from another Funder that could impact service delivery.
 - d. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - e. Other incidents that may occur unexpectedly and are not covered above.
 - 14. AGENCY shall provide its revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
 - 15. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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



Specific Activities – Mandatory:

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

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

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

Specific Activities – Recommended:

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

16. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
17. AGENCY maintains a policy concerning cyber security training for its employees. Upon request, AGENCY will provide County with information verifying that the training has been completed.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 SE First Avenue
Miami, FL 33131

Grant Number: FL1096L4D052400
Recipient's Name: Palm Beach County Board of County Commissioners
Tax ID Number: 59-6000785
Unique Entity Identifier [SAM]: XL2DNFMPCR44
Federal Award Date: 9/9/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Palm Beach County Board of County Commissioners (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$521,853, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

EXHIBIT J

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
FL1096L4D052400	12 months	10/01/2025-09/30/2026	10/01/2025-09/30/2026	\$521,853

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$521,853
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$0
g. Supportive services	\$0
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$0
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project’s budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient’s indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient’s applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a Federal contract or grant;
- 2. Waste of Federal funds;
- 3. Abuse of authority relating to a Federal contract or grant;
- 4. Substantial and specific danger to public health and safety; or
- 5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Lori A. Serino, Acting Director

(Typed Name and Title)

September 9, 2025

(Date)

RECIPIENT
Palm Beach County Board of County Commissioners

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Information for Award Applicant/Recipient			
1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267			
2. Legal Name of Applicant/Recipient: Palm Beach County Board of County Commissioners			
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. <input type="checkbox"/> The Applicant/Recipient will not charge indirect costs using an indirect cost rate. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.			
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
4. Submission Type (check only one): <input checked="" type="checkbox"/> Initial submission <input type="checkbox"/> Update		5. Effective date(s):	
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. Signature: _____ Date: _____ Name: Title:			

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

EXHIBIT K

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Housing Leadership Council
(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)

Suzanne P. Cabrera
(Printed Name of Officer or Representative)

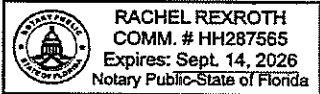
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 11 day of November, 2025 by Suzanne Cabrera

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

[Signature]
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large



(Notary Seal)

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N06000001980

Entity Name: HOUSING LEADERSHIP COUNCIL OF PALM BEACH COUNTY, INC.

Current Principal Place of Business:

2101 VISTA PARKWAY - #4027
WEST PALM BEACH, FL 33411

Current Mailing Address:

2101 VISTA PARKWAY - #4027
WEST PALM BEACH, FL 33411 US

FEI Number: 20-4416008

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CABRERA, SUZANNE P
2101 VISTA PARKWAY - #4027
WEST PALM BEACH, FL 33411 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title CEO
Name CABRERA, SUZANNE
Address 2101 VISTA PARKWAY #4027
City-State-Zip: WEST PALM BEACH FL 33411

Title VP
Name MILLER, MORRIS
Address 2101 VISTA PARKWAY - #4027
City-State-Zip: WEST PALM BEACH FL 33411

Title SECRETARY
Name BEDFORD, MARYLOU
Address 2101 VISTA PARKWAY - #4027
City-State-Zip: WEST PALM BEACH FL 33411

Title TREASURER
Name MONTGOMERY, SCOTT
Address 505 SOUTH FLAGLER DRIVE SUITE 900
City-State-Zip: WEST PALM BEACH FL 33401

Title CHAIRMAN
Name WEIR, JOHN
Address 5604 PGA BOULEVARD, SUITE 109
City-State-Zip: PALM BEACH GARDENS FL 33418

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SUZANNE POIRIER CABRERA

PRESIDENT & CEO

04/28/2025

Electronic Signature of Signing Officer/Director Detail Date

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

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

PRODUCER

USI Insurance Services, LLC
2502 N Rocky Point Dr. Suite 400
Tampa, FL 33607

CONTACT NAME: Anna Rybiski

PHONE (A/C, No, Ext): 813.710.2154

FAX (A/C, No): 610.537.2243

E-MAIL ADDRESS: anna.rybiski@usi.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Southern-Owners Insurance Company

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

NAIC #
10190

INSURED

Housing Leadership Council of Palm Beach County, Inc.
2101 Vista Pkwy Suite 4027
West Palm Beach, FL 33411

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		0723827269749125	07/17/2025	07/17/2026	EACH OCCURRENCE	\$1,000,000					
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000			
	<input type="checkbox"/>							MED EXP (Any one person)	\$10,000					
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$					
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000					
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG	\$2,000,000					
<input type="checkbox"/>	OTHER:								\$					
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY			0723827269749125	07/17/2025	07/17/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000					
	<input type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	BODILY INJURY (Per person)	\$			
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY						<input checked="" type="checkbox"/>		BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/>							PROPERTY DAMAGE (Per accident)	\$					
	<input type="checkbox"/>								\$					
<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$						
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$						
<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$					\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A							<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?									<input type="checkbox"/>	Y / N	E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$								
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$								

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are listed as additional insured in respects to the General Liability policy.


CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
100 South Australian Avenue - 5th Floor
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





Founding Members

Business Development Board

Chamber of Commerce of the
Palm Beaches

Economic Council of Palm
Beach County, Inc.

Greater Boca Raton Chamber of
Commerce

Greater Delray Beach Chamber
of Commerce

Palm Beach North
Chamber of Commerce

Central Palm Beach County
Chamber of Commerce

CareerSource
Palm Beach County

Supporting Member

Fannie Mae

Freddie Mac

Mission

*The Housing Leadership
Council of Palm Beach
County is a coalition of
Community Leaders working
to sustain the economic
viability of the County by
supporting housing
opportunities for all
residents through education,
advocacy, and facilitating
partnerships.*

December 10, 2025

TO: Michael R. Wright, MPA, Contracts Manager
Contracts, Compliance, and Program Performance Section
Palm Beach County Community Services Department

Please note that the Housing Leadership Council of Palm Beach
County currently has two fulltime employees.

As such, because the HLC has less than four (4) employees, it is
exempt from Workman's Compensation coverage.

Please me know if you need additional information.

Thank you,

Suzanne P. Cabrera
President & CEO

The Housing Leadership Council of Palm Beach County, Inc. is a 501(c)(3) non-profit organization. Contributions are deductible to the fullest extent allowable by law. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION. EIN 20-A416008. REGISTRATION #CH22122

2101 Vista Parkway, #4027 • West Palm Beach, FL 33411 • Tel: 561-653-4107
www.hlcpcb.org