

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2026 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Division of Human Services and Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an Agreement for Provision of Financial Assistance with Gulfstream Goodwill Industries, Inc (GGI) for the Fiscal Year (FY) 2026 New Avenues Permanent Supportive Housing Gap Funding Agreement (Agreement), for the period retroactive to February 1, 2026 through September 30, 2026, in an amount not to exceed \$400,000, to ensure continuity of permanent supportive housing services and maintain housing stability for current program participants.

Summary: The Agreement was executed by the County Administrator on July 6, 2026, pursuant to delegated authority approved by the Board of County Commissioners (BCC) via Agenda Item 5A-1 on April 21, 2026. The Agreement provides temporary ad valorem gap funding to GGI to ensure uninterrupted services pending GGI's receipt of renewal grant funds from the United States Department of Housing and Urban Development (HUD). GGI received the HUD renewal grant funds and reimbursed the County \$400,000 for the temporary gap funding provided under this Agreement. The reimbursement represents FY 2026 activity. In accordance with County PPM CW-O-051, agreements executed pursuant to delegated authority are required to be submitted by the initiating department as a Receive and File agenda item within 90 days of execution. This item is being presented three days outside the 90-day timeframe due to additional administrative processing following execution of the Agreement. No County match is required. Countywide (RS)

Background and Justification: Since 2006, the Human Services and Community Action Division has served as the lead entity for the local Continuum of Care (CoC), known as the Homeless and Housing Alliance (HHA). The CoC is the planning and evaluation body for homeless services in the County. HUD reissued a Notice of Funding Opportunity (NOFO) during an existing two (2)-year award period, disrupting continuity of care and failing to meet congressional requirements. Following litigation, a court ordered HUD to issue guidance for renewing expiring grants, and Congress directed HUD through the Consolidated Appropriations Act, 2026, to non-competitively renew grants expiring in the first quarter of 2026. Despite these directives, HUD has not yet executed GGI's renewal contract or similar renewal contracts nationwide. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability.

- Attachments:
- 1. Agreement for Provision of Financial Assistance with GGI
 - 2. Walkthrough Memo – GGI
 - 3. Agenda Item Summary 5A-1, dated April 21, 2026

Recommended By: James Green 9/10/2026
Department Director Date
Approved By: Rose DelaRosa 9/14/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# 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 No X
Does this item Include the use of state funds? Yes No X

Budget Account No.:
Fund 001 Dept. 148 Unit 1358 Object 8201 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Palm Beach County. The agency has already reimbursed the County for the gap funding provided after the release of their HUD grant funds. These activities were in FY 2026.

C. Departmental Fiscal Review:

DocuSigned by:
Thomas Eaton
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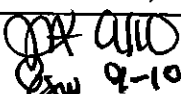
Thomas Eaton, Interim Director of Financial & Support Services

III. REVIEW COMMENTS

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

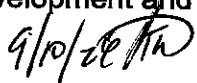

OFMB

9/10/2026


9-10-26


Contract Development and Control

9/10/26



B. Legal Sufficiency:

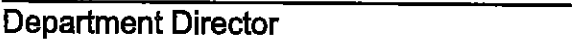

Assistant County Attorney

9/11/26



C. Other Department Review:

Department Director



AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 10th day of October, 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 **Gulfstream Goodwill Industries, 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 **59-1197040**.

WHEREAS, the AGENCY has proposed providing certain services under the Housing/Homelessness service category; and

WHEREAS, the COUNTY, through its Community Services Department (CSD) Human Services and Community Action (HSCA) Division, serves as a lead agency in implementing the County's comprehensive strategies to end the cycle of housing instability, homelessness through coordinated housing, healthcare, behavioral health, and supportive services; and

WHEREAS, AGENCY operates the New Avenues PSH program in the County, which serves 38 chronically homeless individuals with disabilities. The program's federal funding expired on January 31, 2026, and the renewal contract from the U.S. Department of Housing and Urban Development (HUD) has not yet been executed; and

WHEREAS, AGENCY has continued program operations at its own expense but has indicated it cannot sustain these costs without interim financial assistance; and

WHEREAS, the COUNTY will provide bridge/gap funding for the period of February 1, 2026 through May 31, 2026, to prevent displacement of current participants; 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 SERVICES

The AGENCY agrees to provide Permanent Supportive Housing GAP Funding 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 A, EXHIBIT B - DEFINITIONS**, and **ARTICLE 16 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 (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach

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 SCHEDULE

The AGENCY shall commence services on February 1, 2026, and complete services on September 30, 2026. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A** and **EXHIBIT G**.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00)**.

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT A** for services rendered toward the completion of the Scope of Work. 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 Agreement are set forth in **EXHIBIT A**. All requests for payments of this Agreement 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 Agreement. Any amounts not submitted to the COUNTY 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 Agreement 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 Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative’s approval. Any payment due by COUNTY under the terms of this Agreement 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, AGENCY is 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 an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement 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 Agreement are accurate, complete and current as of the date of the Agreement 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 7 AMENDMENTS TO FUNDING LEVELS

This Agreement 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 Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 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 Agreement. 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 Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease in funds if funds are not utilized at the anticipated rate of expenditure. The anticipated rate of expenditure is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. 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 Board of County Commissioners (BCC).

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. 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 Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement 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 Agreement, 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 Agreement, 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 Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
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 9 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 Agreement or due to the acts or omissions of AGENCY.

ARTICLE 10 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 Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 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 12 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 that 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 Agreement, 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 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 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 Agreement, 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 Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will

comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the 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. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT D - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM.**

ARTICLE 17 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures and provide a statement confirming 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.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

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, that 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, 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 Agreement requirements and detect corruption and fraud.

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.
- C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

ARTICLE 18 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or

indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 that 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, and the nature of work that the AGENCY may undertake, and shall 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 Agreement.

ARTICLE 19 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 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 this Agreement a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or 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, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation section 287.087, Florida Statutes.

ARTICLE 20 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 21 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 22 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 Agreement 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 Agreement.

ARTICLE 23 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 24 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement 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 25 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without

their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement 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 26 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 Agreement.

ARTICLE 27 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 Agreement.

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

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

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

ARTICLE 28 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms

of this Agreement 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 Agreement, 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 29 SEVERABILITY

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

ARTICLE 30 MODIFICATIONS OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 31 NOTICES

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

James Green, Department Director

Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

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

Karen Davidson, President & CEO
Gulfstream Goodwill Industries, Inc.
1715 Tiffany Dr E
WPB, FL 33407

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.

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

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

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY 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 Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies 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 Agreement may be terminated at the option of the COUNTY. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies 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 Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if 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 Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The 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 Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 the COUNTY, at no cost to the COUNTY. Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. 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 AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@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 Agreement 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 Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, 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 Agreement 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 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 Agreement.

ARTICLE 37 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 AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT E - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 38 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 39 DIGITAL ACCESSIBILITY COMPLIANCE

Agency acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Agency represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines

(WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Agency shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Agency shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Agency shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Agency shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 40 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 at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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 Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement 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 AGENCY'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 Agreement 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 Agreement 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 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement 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 42 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 F**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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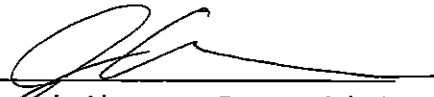
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this CONTRACT on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

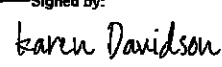
MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: 
Joseph Abruzzo, County Administrator

AGENCY:
Gulfstream Goodwill Industries, Inc.

Signed by:
BY: 
F227C9FE2A004F1...
Authorized Signature

Karen Davidson
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY 
BY: 
Assistant County Attorney

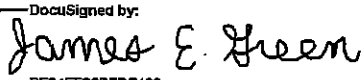
APPROVED AS TO TERMS AND CONDITIONS
Community Services Department
DocuSigned by:
BY: 
BF34EF28BF0F482...
Department Director

EXHIBIT A

FY 2026 GAP FUNDING PROGRAM SCOPE OF WORK AND SERVICES

Agency Name: Gulfstream Goodwill Industries Inc.
Program Name: New Avenues Permanent Supportive Housing Gap Funding
Location: Palm Beach County
Target Population: Chronically Homeless Individuals with Disabilities

This contract is being entered into by COUNTY and AGENCY because the AGENCY’S funding under HUD contract FL0347L4D052413 for the New Avenues program has been delayed. The AGENCY expects to receive the contract, in the amount of \$1,283,111, by September 1, 2026. Funding under this contract is intended to assist the AGENCY in meeting the expenses of the New Avenues program for the period February 1, 2026, through May 31, 2026, in order to avoid disruption of housing for the participants currently enrolled in the program. AGENCY will reimburse all funds received under this contract to DEPARTMENT upon receipt of its HUD contract.

GULFSTREAM GOODWILL INDUSTRIES, INC. AGREES TO:

A. SCOPE OF SERVICES:

The AGENCY shall provide permanent supportive housing to individuals who are experiencing chronic homelessness and are disabled (Program Participants) enrolled in the New Avenues program. Provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 578 D. The AGENCY certifies that the eligible activities carried out under this Agreement will benefit persons who are Chronically Homeless as defined in **EXHIBIT B**. The services to be provided by the AGENCY shall be provided in accordance with the HUD CoC component identified below and shall comply with the Federal regulations pertaining to such component:

[x] Permanent Supportive Housing as specified at 24 CFR 578.37.

The AGENCY will provide Permanent Supportive Housing to **38 unduplicated program participants**, including financial assistance in the form of security deposits, rental assistance and support services in order to obtain permanent housing and stabilize and maintain housing long-term. Program participants will receive assistance in locating housing, and once they move in, a case manager will act as a liaison between the program participant and the landlord. Participants will receive case management and wrap-around support focusing on obtaining and maintaining stable housing, budgeting, connection to community resources, assistance in applying for benefits, and referral for assistance in medical health, behavioral health and/or substance use treatment as needed. Each program participant will be assisted by a case manager to develop a personalized plan for housing stability, including supports needed on an ongoing basis. The program is not time limited: the length of time in the program is dependent on the needs of the individual receiving service.

The AGENCY expects to achieve the following outcomes:

- 90% of the 38 individuals served will remain in permanent supportive housing or exit the program to a permanent housing destination.
- Of the program participant households stably housed at program exit, at least 85% will remain stably housed for one full year after program exit, as evidenced by a lack of entry into the homeless services system.

EXHIBIT A

B. COORDINATION OF SERVICES:

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

C. HOMELESS AND HOUSING ALLIANCE OF PALM BEACH COUNTY:

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

D. BENEFICIARIES:

During the term of this Agreement, the AGENCY shall provide the services described herein to **38 unduplicated individuals annually**. The beneficiaries of the project funded through this Agreement must be "Homeless" under Category 1 (literally homeless) or Category 4, (fleeing or attempting to flee domestic violence) and chronically homeless as defined in **EXHIBIT B** attached hereto and incorporated by reference. Individuals who are not chronically homeless may be served only if there are no chronically homeless individuals waiting for service. This must be documented. All individuals served under this agreement must be individuals with a disability. The project funded under this Agreement shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to DEPARTMENT. All beneficiaries of the AGENCY'S services shall be current residents of Palm Beach County.

E. WRITTEN DOCUMENTATION:

The AGENCY shall maintain written documentation verifying that all persons assisted under this Agreement are "Homeless", meet the definition of "Individuals with a Disability" and the definition of Chronically Homeless, and shall maintain written documentation of its compliance with the requirements of this Agreement. Upon request, the AGENCY shall provide such written documentation to DEPARTMENT.

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

Compliance with the applicable requirements for providing services and assistance to the program participant under the HUD CoC component identified herein, including the provision on determining eligibility, the amount and type of assistance, and the provision on using appropriate assistance and services, can be found at 24 CFR 578.37, 578.51, 578.53, and 578.77.

F. INTAKE PROCEDURES:

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

For persons that the AGENCY regards as "Homeless", and "Chronically Homeless" the AGENCY'S intake procedures shall include documentation at intake of the evidence relied upon to establish and verify homeless and chronically homeless status as required at 24 CFR 578.500(b). Upon request, the AGENCY shall make its written intake procedures available to DEPARTMENT. Furthermore, upon request, the AGENCY shall make the records it maintains to demonstrate compliance with 24 CFR 578.103 available to DEPARTMENT.

G. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS

The AGENCY shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for Permanent Supportive Housing assistance and the amount and types of

EXHIBIT A

assistance the individual or family needs to maintain stability in permanent housing. These eligibility evaluations and needs assessments shall be conducted in accordance with the centralized/coordinated assessment requirements established by HHA.

H. DETERMINATION OF INELIGIBILITY:

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

I. TERMINATION OF ASSISTANCE:

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

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

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

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

J. INVOICES:

The AGENCY shall submit a reimbursement request (invoice) to COUNTY in order to receive reimbursement of **Rental Assistance Supportive Service and Administration funds** made available under this Agreement. Invoice shall be submitted upon AGENCY's receipt of fully executed AGREEMENT.

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

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Attachment 1**)
2. A properly completed and signed Monthly Allocation Worksheet (**Attachment 2**)

Invoices submitted by the AGENCY for costs permitted under this Agreement and associated with the operation of **Permanent Supportive Housing** shall include:

- Eligible permanent supportive housing assistance includes the following services **only**:
 - a. Rental Assistance
 - b. Security Deposits
 - c. Utility Deposits
 - d. Support Services as defined by HUD
 - e. Administration
- Reimbursement is based on actual expenditures based on the general ledger. Supporting documentation will be reviewed during desk audits/monitoring or at any time as requested by the COUNTY.

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

K. REPAYMENT:

The AGENCY shall repay all of the monies provided under this contract upon execution of its HUD contract for the New Avenues program for the period February 1, 2026, through January 31, 2027, by September 30, 2026, contingent on receipt of funding under HUD contract FL0347L4D052413 for the New Avenues program.

L. MATCHING REQUIREMENT:

The AGENCY is responsible for complying with the HUD match requirements at 24 CFR 578.73 for all HUD funding received including the requirement to provide matching funds in an amount equal to at least 25% of the grant received. Funds provided by this agreement may not be used as match for the purposes of meeting this requirement.

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

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

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

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

DEPARTMENT'S approval of the rates it uses.

The AGENCY may also use costs paid by program income as provided for herein in order to meet its matching requirement provided that such costs are eligible HUD CoC costs that supplement the AGENCY'S program undertaken with HUD CoC funds, and the AGENCY may use any other non-cash contributions permitted at 24 CFR 578.73 after having obtained DEPARTMENT'S approval to do so.

M. CLIENT MANAGEMENT INFORMATION SYSTEM:

As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS/Client Track) for Palm Beach County, Division of Human Services. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this Agreement. Victim Service Provider AGENCIES may use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on that data.

II. THE COUNTY AGREES TO:

- A. Provide up to **\$400,000** in gap funding to cover expenses for the period February 1, 2026, through May 31, 2026, for the New Avenues Permanent Supportive Housing Program until AGENCY receives its HUD contract for the period February 1, 2026, through January 31, 2027. Funds received under this contract shall be repaid to Palm Beach County upon receipt of the HUD contract.
- A. Funding shall be provided for the following budget line item

Budget Line-Item Description	Amount
Rental Assistance	\$261,827
Support Services	\$126,903
Administration:	\$11,270
TOTAL:	\$400,000

- B. Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with HUD regulations and this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.

Attachment 1:

LETTERHEAD STATIONERY

Date_____

AMOUNT OF REIMBURSEMENT REQUEST: \$_____

FOR MONTH OF:_____

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

Authorized Agency Representative

Attachment 2:

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

Reimbursement Month and Year:

Agency Name:
Contract Year:
Service Dates:

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

Current Request Total: \$ _____

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

Authorized Signature

Date

EXHIBIT B

DEFINITIONS

Chronically homeless means:

24 CFR 578.3 “Chronically homeless”

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i).

Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Homeless Category I means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

EXHIBIT B

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Homeless Category 4 means:

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, *e.g.*, family, friends, and faith-based or other social networks, to obtain other permanent housing.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County (“the County”) and Agency Name (“Agency”) **[Contract Number]** effective _____, 202_, 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; and total administrative expenses did not exceed fifteen percent (15%)

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



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

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 Statute.

CONTRACT EXHIBIT

**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 Gulfstream Goodwill Industries, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

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


(Signature of Officer or Representative)

Karen Davidson
(Printed Name of Officer or Representative)

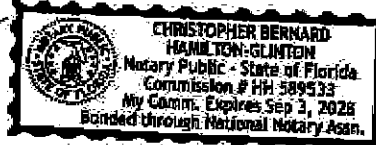
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 15th day of MAY, 2026 by Karen Davidson, CEO.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____


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



(Notary Seal)

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 711046

Entity Name: GULFSTREAM GOODWILL INDUSTRIES, INC.

Current Principal Place of Business:

1715 TIFFANY DR E
WEST PALM BEACH, FL 33407

Current Mailing Address:

1715 TIFFANY DR E
WEST PALM BEACH, FL 33407 US

FEI Number: 59-1197040

Name and Address of Current Registered Agent:

NASON YEAGER GERSON HARRIS & FUMERO, P.A.
3001 PGA BOULEVARD
SUITE #305
PALM BEACH GARDENS, FL 33410 US

Certificate of Status Desired: No

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: PHILIP DICOMO

04/15/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, CEO
Name DAVIDSON, KAREN
Address 1715 TIFFANY DR E
City-State-Zip: WEST PALM BEACH FL 33407-0224

Title VC
Name MCCABE, JOAN
Address 1715 TIFFANY DR E
City-State-Zip: WEST PALM BEACH FL 33407

Title TREASURER
Name ZUCARO, RAY
Address 1715 TIFFANY DR E
City-State-Zip: WEST PALM BEACH FL 33407

Title CHAIRMAN
Name COWAN, MICHAEL
Address 1715 TIFFANY DRIVE E
City-State-Zip: WEST PALM BEACH FL 33407

Title SECRETARY
Name REEVER, TIM
Address 1715 TIFFANY DR E
City-State-Zip: WEST PALM BEACH FL 33407

Title CFO
Name RICHMOND, CAROL
Address 1715 TIFFANY DR E
City-State-Zip: WEST PALM BEACH FL 33407

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: KAREN DAVIDSON

CEO

04/15/2026

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2026

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

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

PRODUCER Marsh & McLennan Agency, LLC 1000 Corporate Dr Ste 400 Ft Lauderdale FL 33334-3628	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: FLCertificates@MarshMMA.com
INSURED Gulfstream Goodwill Industries, Inc. 1715 Tiffany Dr E W Palm Beach FL 33407-3224	INSURER(S) AFFORDING COVERAGE INSURER A : Florida Insurance Trust INSURER B : Midwest Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1912223921

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	FITGL339302026	6/1/2026	6/1/2027	EACH OCCURRENCE\$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)\$ 1,000,000 MED EXP (Any one person)\$ 10,000 PERSONAL & ADV INJURY\$ 1,000,000 GENERAL AGGREGATE\$ 3,000,000 PRODUCTS - COMP/OP AGG\$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	Y	FITAU339302026	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident)\$ 1,000,000 BODILY INJURY (Per person)\$ BODILY INJURY (Per accident)\$ PROPERTY DAMAGE (Per accident)\$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ n	Y		FITXS339302026	6/1/2026	6/1/2027	EACH OCCURRENCE\$ 4,000,000 AGGREGATE\$ 4,000,000 \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		Y	FITWC339302026	6/1/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT\$ 2,000,000 E.L. DISEASE - EA EMPLOYEE\$ 2,000,000 E.L. DISEASE - POLICY LIMIT\$ 2,000,000
A	☐ Professional Liability Abuse & Molestation Liability A&M: Claims-Made, Retro: 6/1/2023			FITGL339302026	6/1/2026	6/1/2027	PL Ea Claim/AGG A&M Ea Claim/AGG \$1MIL / \$3MIL \$1MIL / \$1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured as respects to General and Automobile Liability only if required by written contract, and subject to the terms, conditions, and limits as specified in the policy. Waiver of subrogation applies in favor of certificate holder as respects to General and Automobile Liability only if required by written contract and subject to the terms, conditions and limits as specified in the policy.
*COMPLETE CERTIFICATE HOLDER - Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Community Services Department 810 Datura St W Palm Beach FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>April K. King</i>



Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbc.gov/communityservices



Palm Beach County
Board of County
Commissioners

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead

MEMORANDUM

TO: Joseph Abruzzo, County Administrator
Board of County Commissioners

THRU: Tammy K. Fields, Deputy County Administrator Initial
JKF

FROM: Dr. James Green, Department Director JG
Community Services Department

DATE: June 26, 2026

RE: **Agreement to provide Gulfstream Goodwill Industries, Inc. (GGI) with bridge/gap funding for the Housing and Urban Development (HUD) New Avenues Permanent Supportive Housing (PSH) project**

Pursuant to Delegated Authority granted by the Palm Beach County (County) Board of County Commissioners (BCC) via Agenda Item 5A-1 on April 21, 2026, your signature is requested on the retroactive Agreement with GGI, a Florida not-for-profit entity, for the period February 1, 2026, through September 30, 2026. The Agreement provides bridge/gap funding for the HUD New Avenues PSH project period from February 1, 2026 through May 31, 2026, in an amount totaling \$400,000, to avoid disruption and maintain housing stability for current participants. The funding will be repaid to the County upon the release of funds to GGI from HUD.

HUD reissued a Notice of Funding Opportunity (NOFO) midway through an existing two (2) year award period for FY 2024-2025 and FY 2025-2026. The new NOFO did not meet congressional requirements and disrupted continuity of care. Subsequent national litigation (National Alliance to End Homelessness et al. vs. HUD) resulted in a court ruling requiring HUD to provide guidance for renewing expiring grants. In addition, Congress passed the Consolidated Appropriations Act, 2026, directing HUD to non-competitively renew grants expiring in the first calendar quarter of 2026. Despite these actions, HUD has not yet executed GGI's renewal contract or similar contracts nationwide.

If additional information is needed, please contact Wendy Tippet, (561) 355-4772.

Approved by:

DocuSigned by:
Julie Down

Director, Financial & Support Services

Signed by:
Anne Hefaut

Assistant County Attorney

DocuSigned by:
James E. Green

Department Director

Signed by:
Venita Johnson

OFMB

Attachments:

- 1) Agenda Item 5A-1 dated April 21, 2026
- 2) New Avenues PSH Bridge/Gap funding Agreement with GGI

Agenda Item # 5A-1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

JF/GW 5-0
BP-Absent
mGm-Absent

Meeting Date: April 21, 2026

[] Consent [X] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services Department

Submitted For: Division of Human Services and Community Action

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF APR 21 2026

I. EXECUTIVE BRIEF

W. J. [Signature] D.C.
MINUTES & RECORDS SECTION

Motion and Title: Staff recommends motions to:

- A. approve a Budget Transfer in the amount of \$1,000,000 in the General Fund from Human Services Senior Supportive Housing Center to Human Services Financial Assistance; and**
- B. delegate authority to the County Administrator or his designee to execute a retroactive Contract with Gulfstream Goodwill Industries (GGI) in an amount not to exceed \$400,000 to provide bridge funding for the New Avenues Permanent Supportive Housing (PSH) program for the period of February 1, 2026 through May 31, 2026, which amount will be repaid to Palm Beach County (County) upon release of funds from the United States Department of Housing and Urban Development (HUD).**

Summary: The County budget for Fiscal Year (FY) 2026 included \$1,000,000 for operations and wraparound services for the Senior Supportive Housing LaQuinta Inn project. Since this project has not moved forward, the Community Services Department (CSD), through the Division of Human Services and Community Action Program (HSCAP), is requesting to reallocate these funds to support rental assistance for individuals experiencing homelessness in Palm Beach County (County). This includes \$400,000 to provide temporary gap funding to GGI. The remaining balance will be used for direct rental assistance, where demand continues to exceed available resources and the need remains significant countywide.

GGI operates the New Avenues PSH program, which serves 38 chronically homeless individuals with disabilities. The program's federal funding expired on January 31, 2026, and the renewal contract from HUD has not yet been executed. To avoid disruption and maintain housing stability for current participants, GGI has continued program operations at its own expense but has indicated it cannot sustain these costs without interim financial assistance.

The requested \$400,000 will provide bridge funding for the period of February 1, 2026 through May 31, 2026, to prevent displacement of current participants. Upon execution of the HUD renewal contract, GGI will reimburse the County. (HSCAP) Countywide (JBR)

Background and Policy Issues: HSCAP serves as the lead agency for the local Continuum of Care (CoC), which plans and evaluates the homeless service system in the County, known as the Homeless and Housing Alliance.

(Continue on Page 3)

Attachments:

1) Budget Transfer

Recommended By:

Signed by:
Diane Andre

4/6/2026

Department Director

Date

Approved By:

Deputy County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	1,000,000				
External Revenue	0				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)	1,000,000				

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

Budget Account No.:
Fund 0001 Dept. 148 Unit 1358 Object 8301 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Palm Beach County

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC444

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

Signature

OFMB

4/9/2026

4/10

2026 4-8-26

Signature

Contract Development and Control

4/10/26

20 4.9.26

B. Legal Sufficiency

Signature

Assistant County Attorney

4/10/2026

C. Other Department Review:

Department Director

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

Background and Policy Issues (Continued from Page 1):

HUD reissued a Notice of Funding Opportunity (NOFO) midway through an existing two (2) year award for FY 2024–2025 and FY 2025–2026. The new NOFO did not meet congressional requirements and disrupted continuity of care. Subsequent national litigation (*National Alliance to End Homelessness et al. vs. HUD*) resulted in a court ruling requiring HUD to provide guidance for renewing expiring grants. In addition, Congress passed the Consolidated Appropriations Act, 2026, directing HUD to non-competitively renew grants expiring in the first calendar quarter of 2026. Despite these actions, HUD has not yet executed GGI's renewal contract or similar contracts nationwide.

26-0688

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER

BGEX 148 - 03262600000000001255

FUND 0001 - General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 03/26/26	REMAINING BALANCE
EXPENDITURES									
0001-148-1227-3401	Other Contractual Services	Senior Supportive Housing Center	796,970	796,970	0	600,000	196,970	0	196,970
0001-148-1227-3405	Security Services	Senior Supportive Housing Center	492,000	492,000	0	400,000	92,000	0	92,000
0001-148-1358-8301	Contributions For Individuals	Financial Assistance	2,584,670	2,584,670	1,000,000	0	3,584,670	1,375,062	2,209,608
Total Expenditures			2,470,492,867	2,535,884,339	1,000,000	1,000,000	2,535,884,339		

SIGNATURES

DocuSigned by:
Julie Dour
05AC9C7CC5BC4M ..

DATES

4/6/2026

Initiating Department/Division

Julie Dour

4/8/2026

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 21-Apr-26

[Signature]

Deputy Clerk to the
Board of County Commissioners