Docusign Envelope ID: 9035525D-6BB2-80F7-8305-ABFCA240668D

Agenda Item #: 3E-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: November 17, 2026 [X] **Consent** [ ] **Regular**
[ ] **Ordinance** [ ] **Public Hearing**

Department
Submitted By: **Community Services**
Submitted For: **Division of Human Services and Community Action Program**

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: two (2) retroactive Subrecipient Agreements (Agreements) with the agencies listed below for the period October 1, 2026 through September 30, 2029, totaling $1,075,338 in Emergency Solutions Grant (ESG) funds:

A) Adopt-A-Family of the Palm Beaches, Inc. (AAF), for the provision of rapid rehousing to families with children experiencing homelessness, in an amount not-to-exceed $554,817; and

B) Aid to Victims of Domestic Abuse, Inc. (AVDA), for the provision of emergency shelter to individuals and families experiencing homelessness as a result of domestic violence, in an amount not-to-exceed $520,521.

Summary: On July 7, 2026, the Board of County Commissioners (BCC) approved the Palm Beach County (County) Action Plan for Fiscal Year (FY) 2026-2027. A total of $580,917 in ESG program funds was allocated to nonprofit agencies to provide assistance to individuals and families experiencing homelessness or at risk of homelessness, including those fleeing domestic violence. These Agreements support a range of homeless services, including the operation and maintenance of emergency shelters and financial assistance to rapidly rehouse families. Eligible activities include case management, rental and utility assistance, food, maintenance, security, equipment, insurance, and other supplies necessary to operate emergency shelters.

In FY 2025, AAF provided rapid rehousing services to 28 family households, comprising 111 individuals, and expended 100 percent of its ESG award. Under the new Agreement, AAF anticipates serving 20 family households, comprising approximately 60 individuals. The projected reduction in households served is attributable to anticipated increases in housing costs and related fees in the County, which are expected to reduce the number of households that can be served with the available funding.

In FY 2025, AVDA provided emergency shelter services to 138 family households fleeing domestic violence and expended 100 percent of its ESG award. Under the new Agreement, AVDA is projected to serve 96 family households through its emergency shelter program. The anticipated reduction in households served is attributable to projected increases in emergency shelter operating expenses and associated housing costs in the County, which are expected to reduce the number of households that can be served with the available funding.

These federal ESG funds require a 100% matching contribution, which will be provided by the funded agencies. **There is no County match required.** Countywide (RS)

Background and Justification (Continues on Page 3)

Attachments:
1. Subrecipient Agreement with AAF
2. Subrecipient Agreement with AVDA
3. Budget Availability Statement

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Recommended By: Signed by: James Green — 10/23/2026
Department Director — **Date**

Approved By: Lisa De La Rionda — 10/27/2026
Deputy County Administrator — **Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	358,446	358,446	358,446		
External Revenue	(358,446)	(358,446)	(358,446)		
Program Income					
In-Kind Match					
NET FISCAL IMPACT	0				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.:
Fund 1101 Dept. 143 Unit 1435 Object 8201 Program Code VAR Program Period VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding Source is HUD Emergency Solutions Grant (ESG)

C. Departmental Fiscal Review: DocuSigned by: Thomas Eaton B9475D9E749E4E8...
Thomas Eaton, Director, Financial & Support Services

III. REVIEW COMMENTS

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

10/23/26 EJW 10.23.26
OFMB

10/23/26 ZG 10.23.26
Contract Development and Control

B. Legal Sufficiency:

10/20/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

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Background and Justification (Continued from Page 1):
The County's Department of Housing and Economic Development (DHED) received $580,917 in ESG funding from the U.S. Department of Housing and Urban Development (HUD). As permitted by HUD, $43,766 was allocated for administration of the ESG Program, and $75,000 was allocated for administration of the Homeless Management Information System (HMIS).

Additionally, a retroactive Subrecipient Agreement with The Salvation Army in the amount of $103,705 to provide emergency shelter services is anticipated to be presented to the BCC in January 2027.

The ESG Program is administered through a collaborative effort between the Community Services Department (CSD) and DHED. CSD is responsible for monitoring funded agencies to ensure programmatic and fiscal accountability and compliance with applicable requirements.

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SUBRECIPIENT AGREEMENT

This Agreement is made as of 17 day of November 20 26 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Adopt-A-Family of the Palm Beaches, 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 **59-2471253**.

WHEREAS, the COUNTY, pursuant to 42 U.S.C. § 11371 et seq, has entered into an agreement with the United States Department of Housing and Urban Development (HUD) and is designated RECIPIENT ADMINISTRATOR of the Emergency Solutions Grants (ESG) in Palm Beach County; and

WHEREAS, the COUNTY and the AGENCY desire to provide the activities specified in this Agreement in accordance with the Fiscal Year 2026-2027 Action Plan, approved by the Board of County Commissioners on July 7, 2026; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide Rapid Re-Housing/Homeless Resource services to persons experiencing homelessness of 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** and **ARTICLE 18 - AGENCY'S PROGRAMMATIC REQUIREMENTS**. The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **ARTICLE 18, EXHIBIT A - SCOPE OF WORK** and **EXHIBIT B - DEFINITIONS;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2026, (initial term), and will automatically renew for two (2) additional one (1) year term(s) renewal term, based on availability of Emergency Solutions Grant (ESG) funding and AGENCY's performance and/or unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B** and **ARTICLE 18.**

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

ARTICLE 5 PAYMENTS TO ESG-FUNDED 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 **FIVE HUNDRED AND FIFTY-FOUR THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARS AND ZERO CENTS ($554,817.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND EIGHTY-FOUR THOUSAND, NINE HUNDRED AND THIRTY-NINE DOLLARS AND ZERO CENTS ($184,939.00) IS BUDGETED IN FISCAL YEAR FY 2027 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND EIGHTY-FOUR THOUSAND, NINE HUNDRED AND THIRTY-NINE DOLLARS AND ZERO CENTS ($184,939.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT A** for services rendered toward the completion of the scope of work.

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

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative **(EXHIBIT J)**
2. A properly completed and signed Monthly Allocation Worksheet **(EXHIBIT K)**
3. A properly completed and signed Monthly Performance Report **(EXHIBIT L)**
4. A properly completed Grantee Statistics Report **(EXHIBIT M)**
5. A properly completed Match Report on AGENCY letterhead signed by an Authorized Agency Representative **(EXHIBIT N)**
6. Copies of all cleared checks or bank statements showing payments made on behalf of clients
7. The program and cost definitions for this Agreement are set forth in **EXHIBIT A** and **EXHIBIT B**

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

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this 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 thirty (30) 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 Agency 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 award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under 42 U.S.C. § 11371 et seq, United States Department of Housing and Urban Development (HUD).

ARTICLE 7 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 consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 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 any time 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 County Administrator, or designee is authorized to increase/decrease the funding amount to this Agreement. The Department Director or designee shall provide written notice to the AGENCY of the amount of the increase/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 of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures 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 County Administrator or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners (BCC).

ARTICLE 9 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. AGENCY will deliver to EBIX, the County's authorized insurance compliance verification and tracking vendor, a certificate of insurance with respect to each required policy to be provided by the AGENCY under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

EBIX, Inc.

pbcounty@ebix.com

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

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

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

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ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this 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 12 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a 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; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

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

All of the services required hereinunder shall be performed by the AGENCY or under its supervision.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this 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 14 SUBCONTRACTING

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

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

ARTICLE 15 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.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975,

as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this 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 16 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 17 HIRING OF MECHANICS OR LABORERS

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

ARTICLE 18 AGENCY'S PROGRAMMATIC REQUIREMENTS

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

1. AGENCY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT - will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT,** accounting for all funds expended hereunder no later than 30 days from the Agreement end date.
2. The AGENCY shall submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position
3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year, and have provided services for at least six months. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses.
4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or for any reason deemed to have been spent on ineligible expenses.
5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
7. AGENCIES receiving ESG funds to serve persons experiencing homelessness who are fleeing or attempting to flee Domestic Violence, shall use a comparable database, consistent with the HUD HMIS Manual as amended (https:// files.hudexchange.info/resources/documents/HMIS-Comparable-Database-Manual.pdf).
8. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in **EXHIBIT A** and **EXHIBIT B** are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the DEPARTMENT for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported on **EXHIBIT L - MONTHLY PERFORMANCE REPORT** and **EXHIBIT M - EMERGENCY SOLUTIONS GRANT PROGRAM GRANTEE STATISTICS REPORT**. The DEPARTMENT staff will utilize and review other funders' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

9. AGENCIES receiving COUNTY funds to serve persons experiencing homelessness agree to be an approved user in the community's Client Management Information System (CMIS) and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.
10. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.
11. Disclosure of Incidents:

    AGENCY shall inform COUNTY, by telephone and email to the Division of Human Services staff, of a major or critical incident as defined below and within the same time-frames as required for the AGENCY reporting to the Department of Children and Families (DCF). AGENCY shall document a major or critical incident defined as any unplanned event, resulting in or having the distinct potential of seriously or negatively impacting the health, safety, welfare, public trust or media coverage of a certified center, program participant, staff, volunteer, visitor, or center facility, in accordance with DCF's Program Standards, which includes:

    a. Altercation - Any incident resulting in a serious injury that requires medical treatment by a licensed health care professional due to a physical altercation between two or more participants, or their dependents; or between one or more participant, their dependent, an employee, or a volunteer.
    b. Closure or relocation of Facility or Outreach Office (**Immediate Reporting**) – Any act in which the AGENCY facility must close for five hours duration or longer. DCF may assist with the coordination of relocation for residents to another center. For any shelter or outreach closed for more than seventy-two (72) hours, a service provision plan must be submitted on AGENCY'S Closure of Facility reporting form.
    c. Communicable Disease (**Immediate Reporting**) – Any outbreak of a communicable disease in the AGENCY'S shelter facility that requires a quarantine order or implementation of control procedures required by the State Health Officer or county health department.
    d. Death (**Immediate Reporting**) – Any incident that involves the death of participant or their dependent that occurs while in residence at the AGENCY'S shelter facility, or while receiving outreach services, or any incident that involves the death of an employee or a volunteer while on center property or working in other venue on behalf of the AGENCY.
    e. Embezzlement – Theft/larceny of center assets (money or property) by any AGENCY staff member or volunteer.
    f. Media Inquiry (**Immediate Reporting**) – Any action by a program participant, their dependent, an employee, or a volunteer that results in an adverse/negative inquiry by public media, the Legislature, or the Office of the Governor. Sexual Battery (**Immediate Reporting**) – Any incident resulting in a participant alleging sexual battery by another participant, employee, or volunteer while residing at the AGENCY'S shelter facility or while receiving outreach services.
    g. Serious Injury/Illness (**Immediate Reporting**) – Any incident resulting in a serious injury or illness that requires the response of law enforcement, emergency medical services, paramedics, or firefighters and is a result of conditions at the center that pose a serious risk

of imminent harm to the health or safety of participants.

11. AGENCY shall have an approved Succession Plan indicating how they will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.
12. AGENCY shall notify DEPARTMENT through an Incident Notification Process and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within five (5) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key funded staff.
    c. DEPARTMENT-Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
    f. Inability to have three (3) month's cash flow on hand
    g. Temporary interruption of service delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and are not covered above.
13. AGENCY shall provide a roster of its Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
14. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
15. AGENCY Engagement

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

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





Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the DEPARTMENT'S website at

http://discover.pbcgov.org/communityservices/Pages/default.aspx

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

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

Specific Activities – Recommended:

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

16. AGENCY should maintain in their file proof that clients served came through the Coordinated Entry System.
17. AGENCY shall maintain its status as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA's attendance requirements – 60 percent (%) attendance at the general HHA meetings and 70 percent (%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2, which can be found at www.hhapbc.org.
18. AGENCIES that are not current members of HHA must join the HHA and attend the new member orientation within the first 3 months of this Agreement and maintain a certificate of their completed training.
19. AGENCY must enter all programmatic data into the Client Management Information System (CMIS).
20. AGENCIES that are not currently using CMIS must attend CMIS training within one month of this Agreement award.
21. AGENCY programs must comply with HHA program standards, coordinated entry and prioritization process.
22. AGENCY shall submit annually or on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the

funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

23. AGENCY must complete and comply with the information contained in **EXHIBIT G - SUBAWARD DATA, EXHIBIT H - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT I - CERTIFICATION DEBARMENT AND SUSPENSION**.
24. AGENCY agrees to comply with all provisions of 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 24 C.F.R. 576 Emergency Solutions Grants Program.
25. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
    a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training.

    AGENCY can obtain a list of training resources on the FAA webpage.

26. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

    Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.
27. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

ARTICLE 19 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 and 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 audits, 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 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 withing 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: ESG Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as

provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance 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 21 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of 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 of section 287.087, Florida Statutes.

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ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this 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, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this 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 25 PUBLIC ENTITY CRIMES

As provided in sections 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 26 EXCUSABLE DELAYS

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

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

the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision 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 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data 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 Palm Beach County Code 2-421 through 2- 440, as may be amended.

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ARTICLE 29 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:

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

In the event the grant to the COUNTY under the United States Department of Housing and Urban Development (HUD) Program, is suspended or terminated, this Agreement shall be immediately terminated effective on the date the United States Department of Housing and Urban Development (HUD) notifies the COUNTY of the suspension or termination.

ARTICLE 30 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 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this 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 the 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 32 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:

Director, Housing / Homelessness
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Matthew Constantine, CEO
Adopt-A-Family of the Palm Beaches, Inc.
1712 Second Avenue North
Lake Worth, Florida 33460

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

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

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency 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 COUNTY determines it has legal and practical enforcement capacity.

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

ARTICLE 34 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 consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to 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.

B. 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, and subagencies 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this 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 COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this 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 36 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 CJI Facilities pursuant to the Ordinance and above-mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the 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 37 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 Agreement. 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.

The Parties further acknowledge that the compliance date associated with the applicable regulations has been extended from April 24, 2026, to April 26, 2027. Accordingly, unless otherwise required by applicable law, neither Party shall be obligated to comply with such regulations prior to April 26, 2027. In the event the compliance date is further extended, modified, suspended, or otherwise altered by any governmental or regulatory authority, the Parties agree that their respective obligations under this Agreement shall automatically conform to such revised compliance date or requirement, without the necessity of further amendment to this Agreement.

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

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ARTICLE 38 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with 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 Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 39 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 40 DISCRIMINATORY VENDOR LIST

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

ARTICLE 41 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 42 FACILITIES / OFFICE SPACE

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

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

ARTICLE 43 DEBARMENT AND SUSPENSION

A completed **EXHIBIT I - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935). The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

ARTICLE 44 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 45 SUBAWARD DATA AND FEDERAL CERTIFICATIONS AND ASSURANCES

AGENCY must complete and comply with the Federal Certifications and Assurances contained in the following Exhibits, which are attached hereto and incorporated herein by reference:

a. **EXHIBIT G** – Subaward Data
b. **EXHIBIT H** - Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment
c. **EXHIBIT I** - Certification Debarment and Suspension

ARTICLE 46 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

ARTICLE 47 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

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

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

ARTICLE 48 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 49 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods

with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 51 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 52 REGULATIONS

The AGENCY shall comply with all federal, state and local 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, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 53 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 Agreement 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 54 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this 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 55 PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Pursuant to section 287.139, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, AGENCY hereby certifies to the County that AGENCY does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 56 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 O**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 57 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 58 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this 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 Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

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

BY: _____
Clerk

BY: _____
Mayor, Palm Beach County

AGENCY:
Adopt-A-Family of the Palm Beaches, Inc.

BY: Signed by: Matthew Constantine 8588CE471CFC492...
Authorized Signature

Matthew Constantine
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial RS

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: james green F84BD58B0CEE433...
Department Director

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EXHIBIT A

FY 2027-2029 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM SCOPE OF WORK AND SERVICES

Agency Name: Adopt A Family of the Palm Beaches, Inc.
Program Name: Rapid Re-Housing/Homeless Resource
Center **Location:** Palm Beach County

Target Population: Families, as defined by HUD, experiencing homelessness (Program Participants)

ADOPT A FAMILY OF THE PALM BEACHES, INC. AGREES TO:

A. SCOPE OF SERVICES:

The AGENCY shall provide rapid re-housing to families, as defined by HUD, experiencing homelessness (Program Participants). Provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The AGENCY certifies that the eligible activities carried out under this Agreement will benefit persons who are Homeless as defined in **Exhibit B** and have incomes at or below the levels in **Exhibit B**. The services to be provided by the AGENCY shall be provided in accordance with the ESG component identified below and shall comply with the Federal regulations pertaining to such component:

[ ] Emergency Shelter as specified at 24 CFR 576.102.
[ ] Homelessness Prevention as specified at 24 CFR 576.103.
[x] Rapid Re-Housing Assistance as specified at 24 CFR 576.104.

The AGENCY provides homeless intervention activities at the Philip D. Lewis Homeless Resource Center (HRC), including intake, assessment, eligibility determination, and documentation. Households served through the HRC will have access to on-site health screenings, reduced-cost bus passes, a food pantry, laundry, showers, computers with internet access, phones, school supplies, play space for children, and supportive staff.

The AGENCY will provide rapid re-housing activities to **20 unduplicated program participant households (60 unduplicated persons) annually**, including financial assistance in the form of security deposits and short-term and medium-term rental assistance in order to enable families 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 housing specialist will act as a liaison between the program participant and the landlord. During the course of the program, participants will receive case management support focusing on obtaining and maintaining stable housing, budgeting, and connection to community resources, assistance in applying for benefits, and referral for assistance in behavioral health and/or substance treatment. Each program participant will be assisted by a family advocate to develop a personalized plan for housing stability (Family Action Plan), including an exit strategy to ensure that housing stability is maintained after the program ends.

The AGENCY expects to achieve the following outcomes:

- 90% of the 20 households served will exit the ESG RRH 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.

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. TARGET POPULATION:

During the term of this Agreement, the AGENCY shall provide the services described herein to **20 unduplicated families (households) annually, (60 unduplicated persons)**. 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) as defined in **Exhibit B** attached hereto and incorporated by reference and have incomes that do not exceed the HUD Extremely Low-Income Level as defined in **Exhibit B1.** 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. PERFORMANCE BENCHMARKS:

The AGENCY shall comply with the following Performance Benchmarks:

1. The AGENCY shall expend at least **$92,470** (50% of the total funding allocated through this contract) by March 31, 2027; March 31, 2028; and March 31, 2029.

2. The AGENCY shall expend the remaining **$92,469** (50% of the total funding allocated through this contract) by September 30, 2027; September 30, 2028; and September 30, 2029.

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

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

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

F. WRITTEN DOCUMENTATION:

The AGENCY shall maintain written documentation verifying that all persons assisted under this Agreement are "Homeless", meet the definition of "Extremely Low Income" (30% LMI) 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 CMIS entry.

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

G. INTAKE PROCEDURES:

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

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

H. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS

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

I. DETERMINATION OF INELIGIBILITY:

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

J. TERMINATION OF ASSISTANCE:

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

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

1. The provision of a written notice to the program participant containing a clear statement of the reasons for termination.

2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.

3. The provision of prompt written notice of the final decision to the program participant.

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

K. INVOICES:

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

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 (**Exhibit J)**

2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit K**)

3. A properly completed and signed Monthly Performance Report (**Exhibit L**)

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

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

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, rental). Eligible rapid rehousing assistance includes the following services **only**:
    a. Rental Assistance
    b. Security Deposits
- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a canceled check or a copy of bank records indicating payment has cleared.

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

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

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

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

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

1. **Cash Contributions:** Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A–87 (2 CFR Part 225) and A–122 (2 CFR Part 230).

2. **Non-Cash Contributions:** The value of any real property, equipment, goods, or services contributed by the AGENCY to ESG, provided that if the AGENCY had to pay for them with ESG funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

    In calculating the amount of non-cash contributions to determine the value of any donated material, building, or any lease, the AGENCY must use a method reasonably

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

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

The AGENCY agrees to provide matching contributions valued at no less than **$184,939**.

N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

1. **Match Report:** The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (**EXHIBIT N**) and its supporting documentation therewith. The Match Report covering the period ending March 31, 2027, shall be submitted by the AGENCY to DEPARTMENT no later than April 30, 2027, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.

2. **Monthly Performance Report:** The Monthly Performance Report (**EXHIBIT L)** shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

   The AGENCY shall ensure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed by CARES and other applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program income from activities funded, in whole or in part, through this Agreement meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

   The AGENCY may request that program income from activities funded, in whole or in part, through this Agreement be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 576. Additionally, the AGENCY must obtain prior approval

from DEPARTMENT and be in compliance with its obligations, terms, and conditions herein. The expenditure of program income according to the preceding shall count toward meeting the AGENCY'S matching requirement and shall be regarded as the non-federal share under 24 CFR 84.24(b).

3. **ESG Grantee Statistics Report:** The ESG Grantee Statistics Report (**EXHIBIT M)** shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

O. CLIENT MANAGEMENT INFORMATION SYSTEM:
As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS/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 **$184,939.00** in funding for Fiscal Year 2027-2029 for the following budget line items:

Budget Line Item Description	FY 2027	FY 2028	FY 2029
Security Deposits	$33,289	$33,289	$33,289
Rental Assistance	$151650	$151650	$151650
TOTAL:	$184,939	$184,939	$184,939

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.

E. Assume the environmental responsibilities described in 24 CFR 576.

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DEFINITIONS

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

"Homeless" means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
   i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
   ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
   iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

2. An individual or family who will imminently lose their primary nighttime residence, provided that:
   i. The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
   ii. No subsequent residence has been identified; and
   iii. The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing.

3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
   i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
   ii. Have not had a lease, ownership interest, or occupancy contract in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
   iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
   iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development

(GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

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

"At Risk of Homelessness" means:

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

2. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

3. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4. Any individual or family who:

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

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

2026 Income Limits by Number of Persons in Household
Florida Housing Finance Corporation
SHIP and HHRP Programs
Effective: 5/1/2026

	1	2	3	4	5	6	7	8
30% LMI	27000	30850	34700	38550	41650	44750	50040	55720

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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 ten percent (10%)

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

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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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)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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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

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

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

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Subaward Data[1]

(i)	Subrecipient Name	Adopt a Family
(ii)	Subrecipient Unique Entity Identifier:	HAN8GNGMCQ84
(iii)	Federal Award Identification Number (FAIN):	FL1096L4D052400
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/1/2026
(v)	Subaward Period of Performance Start Date:	10/1/2026
	Subaward Period of Performance End Date:	9/30/2027
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$184,939
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$184,939
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$184,939
(ix)	Federal Award Project Description:	Emergency Solutions Grant – Rapid Rehousing
(x)	Name of Federal Awarding Agency:	HUD
(xi)	Name of Pass-Through Entity:	Division of Human Services
(xii)	Contact Information for Federal Awarding Official:	Elimaris Fernandez, CPD Representative US Dept. of Housing and Urban Development Elimaris.X.Fernandez@hud.gov 954-945-0276
(xiii)	Contact Information for Palm Beach County Authorizing Official:	Axel Miranda, Director of Housing and Economic Development AMiranda2@pbc.gov 561-233-3602
(xiv)	Contact Information for Palm Beach County Project Director:	Wendy Tippett, Director of Human Services and Community Action wtippett@pbcgov.org 51-355-4772
(xv)	CFDA Number and Name:	Emergency Solutions Grant, 14.231
(xvi)	Identification of Whether Subaward is R&D:	No
(xvii)	Indirect Cost Rate for [CAA] Federal Award:	N/A

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Adopt-A-Family of the Palm Beaches, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
Matthew Constantine
8588CE471CFC492...
Signature of Vendor's Authorized Official

Matthew Constantine, CEO
Name and Title of Vendor's Authorized Official

10/8/2026
Date

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CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

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

COMPANY NAME : Adopt-A- Family of the Palm Beaches, Inc.

ADDRESS: 1712 Second Avenue North, Lake Worth, FL 33460

COMPANY'S AUTHORIZED OFFICIAL:

Matthew Constantine, CEO
Name and Title

Signed by:
Matthew Constantine
8588CE471CFC492...
Signature

10/8/2026
Date

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MONTHLY MATCH REPORT
LETTERHEAD STATIONERY

DATE: _____

TO: Wendy Tippett, Director
Human Services & Community Action
810 Datura Street Suite 350 West Palm Beach, FL 33401

FROM: Name of Agency: _____

SUBJECT: **REPORT OF MATCH PROVIDED UNDER ESG AGREEMENT (R-202_ - _____)**

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

Matching Period (Check One)	**Description of Agency's Match**	**Match Value**
[ ]		$ _____
[ ]		$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____
4. _____

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

_____ _____ _____
Name Title Signature

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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

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MONTHLY PERFORMANCE REPORT

Report For:	Month: _____Year:	Contract No.: R_____-_____
Agency Name:		
Report Prepared By:	_____ _____ _____ Name Signature Date	

BUDGETING AND EXPENDITURES

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

Describe your efforts/attempts to obtain any additional funding: _____
_____

DECLARATION OF PROGRAM INCOME:

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

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

Source of Program Income: _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____
_____
_____
Number of beneficiaries assisted during this reporting period: _____
Number of beneficiaries assisted since the beginning date of the Contract: _____
Total number of beneficiaries to be assisted as required by the Contract: _____

Describe new projects initiated or significant changes in operation: _____
_____
Describe any problems or constraints encountered during this reporting period:
_____
_____
Technical assistance needed and/or requested: _____
Other comments: _____

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EMERGENCY SOLUTIONS GRANT PROGRAM
GRANTEE STATISTICS REPORT

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

Agency:		Agreement No:	
Date		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons Served Daily (specify Adults and Children	Total # of Duplicated persons served year to date	Total # of unduplicated persons served year to date
Rapid Re-housing			
Homeless Prevention			
Emergency Shelter			

Number of Persons Served Year to Date Who Are:

	Homeless Prevention		**Rapid Re housing**		**Emergency Shelter**	
Number of Persons in household	Total For Month	Total Year to Date	Total for Month	Total year to Date	Total for Month	Total Year to Date
Adults						
Children						
Don't Know/refused						
Missing Information						
Gender: Male						
Female						
Transgendered						
Unknown						
Age: Under 18						
18-24						
Over 24						
Don't Know/Refused						
Missing Information						

Familial Data	Number of Persons Served Year to Date Who Are:	
	Male	Female
Unaccompanied 18 and over		
Unaccompanied under 18		
Families with Children Headed By:		
Single 18 and Over		
Single Under 18		
Two Parents 18 and over		
Two Parents under 18		
Family Households with no Children		

Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:	
	# Total	# Hispanic
White:		

Black/African American:		
Asian:		
American Indian/Alaskan Native:		
Native Hawaiian/Other Pacific Islander:		
American Indian/Alaskan Native & White:		
Asian & White:		
Black/African American & White:		
Am. Indian/Alaskan Native & Black/African American:		
Other Multi-Racial:		

Types of Housing (Residential Only)	Number of Persons Served Year to Date in:
Barracks:	
Group/Large Home:	
Scattered Site Apartment:	
Single family Detached Home:	
Single Room Occupancy:	
Mobile Home/Trailer:	
Hotel/Motel:	
Other:	

Demographic Data	Number of Persons Served Year to Date Who Are:		
	Homeless Prevention	**Rapid Re Housing**	**Emergency Shelter**
Chronically Homeless			
Severely Mentally Ill			
Chronic Substance Abuse			
Other Disability			
Veterans			
Persons with HIV/AIDS			
Victims of Domestic Violence			
Elderly			
Comments:			

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MONTHLY REIMBURSEMENT REQUEST MEMO
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

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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 Adopt-A-Family of the Palm Beaches, 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.

Matthew Constantine
(Signature of Officer or Representative)

Matthew Constantine
(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, 16 day of July, 2026 by Matthew Constantine.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

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

BELLDY DE ANGELIS
MY COMMISSION # HH 744879
EXPIRES: March 28, 2030

(Notary Seal)

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N06378

Entity Name: ADOPT-A-FAMILY OF THE PALM BEACHES, INC.

Current Principal Place of Business:

1712 SECOND AVENUE NORTH
LAKE WORTH, FL 33460

Current Mailing Address:

1712 SECOND AVENUE NORTH
LAKE WORTH, FL 33460 US

FEI Number: 59-2471253

FILED
Feb 13, 2026
Secretary of State

5828846248CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CONSTANTINE, MATTHEW V.
1712 SECOND AVENUE NORTH
LAKE WORTH, FL 33460 US

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

SIGNATURE: MATTHEW V. CONSTANTINE 02/13/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	IMMEDIATE PAST CHAIR
Name	ELDER, JOHN C.
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	CHAIR
Name	MORALES, ELIZABETH A.
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	SECRETARY
Name	FERGUSON, HEATHER B.
Address	1712 2ND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	MEMBER
Name	ROSENKRANCE, GARTH E.
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	CEO
Name	CONSTANTINE, MATTHEW V.
Address	1712 2ND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	FIRST VICE CHAIR
Name	KYLE, NANCY J.
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	TREASURER
Name	BAIN , JONATHAN
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Title	MEMBER-AT-LARGE
Name	MURPHY, ESQ., LYNDA M.
Address	1712 SECOND AVENUE NORTH
City-State-Zip:	LAKE WORTH FL 33460

Continues on page 2

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: MATTHEW V. CONSTANTINE CHIEF EXECUTIVE OFFICER 02/13/2026

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2025

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

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

PRODUCER Marsh & McLennan Agency, LLC 4400 PGA Blvd Ste 1000 Palm Beach Gardens FL 33410-6563	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** FLCertificates@MarshMMA.com
INSURED ADOPTFAMIL Adopt A Family of the Palm Beaches, Inc. 1712 2nd Ave N Lake Worth FL 33460-3210	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** GuideOne Elite Insurance Company — 42803 **INSURER B :** GuideOne Insurance Company — 15032 **INSURER C :** Philadelphia Indemnity Insurance Co. — 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 594001654 **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	010058366	12/22/2025	12/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	[X] **AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			010058367	12/22/2025	12/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [ ] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $2500			010058369	12/22/2025	12/22/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		010058368	12/22/2025	12/22/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $1,000,000 $ $1,000,000 $ $1,000,000
C	Directors & Officers Liability Professional Liability Sexual Abuse/Molestation			PHSD1834770016	12/22/2025	12/22/2026	See Below See Below See Below	See Below See Below See Below

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

Directors & Officers Liability #PHSD1834770016 - Claims-Made - Prior and Pending Date: 12/07/2009
Limit: $1,000,000 - Retention: $2,500

Employment Practices #PHSD1834770016- Claims-Made - Prior and Pending Date: 12/07/2009
Limit: $1,000,000 - Retention: $10,000 - Aggregate - All Parts: $1,000,000

Professional Liability #010058366 - Claims-Made - Retroactive Date: 12/07/2021
Per Claim: $1,000,000 - Aggregate: $3,000,000
See Attached...

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085 - DX
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

April K Ry

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AGENCY CUSTOMER ID: ADOPTFAMIL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan Agency, LLC		Adopt A Family of the Palm Beaches, Inc. 1712 2nd Ave N Lake Worth FL 33460-3210
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Sexual Abuse/Molestation #010058366 - Occurrence Limit: $1,000,000 - Aggregate: $3,000,000

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

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From: Emily E. Gorman SMTP:egorman@aafpbc.org
To: pbcounty pbcounty@Ebix.com
CC: mconstantine@aafpbc.org,ADeLeo@aafpbc.org
Subject: RE: Palm Beach County Certificate of Insurance Request - DX00000994
Date: 12/22/2025 2:48:25 PM
Attachment(s):

You don't often get email from egorman@aafpbc.org. Learn why this is important

⚠ CAUTION: This email originated from outside of the organization! DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Good afternoon,

Attached, please see AAF's COI with PBC listed as a certificate holder. Please let us know if you have any questions or need additional information.

Thanks,

Emily

Adopt-A-Family of the Palm Beaches, Inc.
1712 Second Ave. North
Lake Worth, FL 33460
Phone - 561-253-1364
Fax - 561-253-1370
Email - _____
Website - _____



From: Customer Service <pbcounty@ebix.com>
Sent: Tuesday, December 16, 2025 3:04 PM
To: Emily E. Gorman <egorman@aafpbc.org>
Subject: Palm Beach County Certificate of Insurance Request - DX00000994

Palm Beach County has contracted with Ebix RCS www.ebix.com to manage insurance compliance verification on its behalf. You must be properly insured while doing business with Palm Beach County and comply with insurance requirements.

As of the date of this notice we have not received proper evidence of insurance coverage.

Vendor Instructions: The attached notice is being sent to you and your agent, if Ebix RCS has their email address on file regarding your insurance requirements as stated in your agreement with Palm Beach County.

Agent Instructions: Please review the attached notice, and return a compliant set of insurance documents to pbcounty@ebix.com; if you have any questions, please contact Ebix RCS by calling (951) 652-8128. Your prompt attention is appreciated.

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SUBRECIPIENT AGREEMENT

This Agreement is made as of 17 day of November 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Aid to Victims of Domestic Abuse, 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 **59-2486620**.

WHEREAS, the COUNTY, pursuant to 42 U.S.C. § 11371 et seq, has entered into an agreement with the United States Department of Housing and Urban Development (HUD) and is designated RECIPIENT ADMINISTRATOR of the Emergency Solutions Grants (ESG) in Palm Beach County; and

WHEREAS, the COUNTY and the AGENCY desire to provide the activities specified in this Agreement in accordance with the Fiscal Year 2026-2027 Action Plan, approved by the Board of County Commissioners on July 7, 2026; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 FUNDED SERVICES

The AGENCY agrees to provide Emergency Shelter Operation services to persons experiencing homelessness of 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** and **EXHIBIT O - AGENCY'S PROGRAMMATIC REQUIREMENTS**. The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A** and **EXHIBIT B;** and (5) all other documents, if any,

cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2026, and ending on September 30, 2029, (initial term), with two (2) one (1) year options for renewal at the County's sole discretion based on availability of Emergency Solutions Grant (ESG) funding and AGENCY's performance.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

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

ARTICLE 5 PAYMENTS TO ESG-FUNDED 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 **FIVE HUNDRED AND TWENTY THOUSAND, FIVE HUNDRED AND TWENTY-ONE DOLLARS AND ZERO CENTS ($520,521.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND SEVENTY-THREE THOUSAND, FIVE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS ($173,507.00) IS BUDGETED IN FISCAL YEAR 2027 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND FIVE DOLLARS AND ZERO CENTS ($173,507.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT A** for services rendered toward the completion of the scope of work.

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

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative **(EXHIBIT J)**
2. A properly completed and signed Monthly Allocation Worksheet **(EXHIBIT K)**
3. A properly completed and signed Monthly Performance Report **(EXHIBIT L)**
4. A properly completed Grantee Statistics Report **(EXHIBIT M)**
5. A properly completed Match Report on AGENCY letterhead signed by an Authorized Agency Representative **(EXHIBIT N)**
6. Copies of all cleared checks or bank statements showing payments made on behalf of clients
7. The program and cost definitions for this Agreement are set forth in **EXHIBIT A** and **EXHIBIT B**

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

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this 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 thirty (30) 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 Agency 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 award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under 42 U.S.C. § 11371 et seq , United States Department of Housing and Urban Development (HUD).

ARTICLE 7 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 consultants. The COUNTY shall

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exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 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 any time 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 County Administrator, or designee is authorized to increase/decrease the funding amount to this Agreement. The Department Director or designee shall provide written notice to the AGENCY of the amount of the increase/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 of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures 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 County Administrator or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners (BCC).

ARTICLE 9 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. AGENCY will deliver to EBIX, the County's authorized insurance compliance verification and tracking vendor, a certificate of insurance with respect to each required policy to be provided by the AGENCY under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

   Submit certificates of insurance to:
   EBIX, Inc.
   pbcounty@ebix.com

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

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

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

ARTICLE 11 SUCCESSORS AND ASSIGNS

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

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written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a 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; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

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

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this 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 14 SUBCONTRACTING

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

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

ARTICLE 15 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.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol

abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this 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 16 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 17 HIRING OF MECHANICS OR LABORERS

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

ARTICLE 18 AGENCY'S PROGRAMMATIC REQUIREMENTS

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

1. AGENCY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a

monthly basis. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT - will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT,** accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

2. The AGENCY shall submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following financial statements:

a. Statement of Cash Flows
b. Statement of Activities
c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year, and have provided services for at least six months. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses.
4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or for any reason deemed to have been spent on ineligible expenses.
5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
7. AGENCIES receiving ESG funds to serve persons experiencing homelessness who are fleeing or attempting to flee Domestic Violence, shall use a comparable database, consistent with the HUD HMIS Manual as amended (https:// files.hudexchange.info/resources/documents/HMIS-Comparable-Database-Manual.pdf).
8. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in **EXHIBIT A** and **EXHIBIT B** are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the DEPARTMENT for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported on **EXHIBIT L - MONTHLY PERFORMANCE REPORT** and **EXHIBIT M - EMERGENCY SOLUTIONS GRANT PROGRAM GRANTEE STATISTICS REPORT**. The DEPARTMENT staff will utilize and review other funders' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
9. AGENCIES receiving COUNTY funds to serve persons experiencing homelessness agree to be an approved user in the community's Client Management Information System (CMIS) and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

10. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.
11. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Division of Human Services staff, of a major or critical incident as defined below and within the same time-frames as required for the AGENCY reporting to the Department of Children and Families (DCF). AGENCY shall document a major or critical incident defined as any unplanned event, resulting in or having the distinct potential of seriously or negatively impacting the health, safety, welfare, public trust or media coverage of a certified center, program participant, staff, volunteer, visitor, or center facility, in accordance with DCF's Program Standards, which includes:

a. Altercation - Any incident resulting in a serious injury that requires medical treatment by a licensed health care professional due to a physical altercation between two or more participants, or their dependents; or between one or more participant, their dependent, an employee, or a volunteer.
b. Closure or relocation of Facility or Outreach Office (**Immediate Reporting**) – Any act in which the AGENCY facility must close for five hours duration or longer. DCF may assist with the coordination of relocation for residents to another center. For any shelter or outreach closed for more than seventy-two (72) hours, a service provision plan must be submitted on AGENCY'S Closure of Facility reporting form.
c. Communicable Disease (**Immediate Reporting**) – Any outbreak of a communicable disease in the AGENCY'S shelter facility that requires a quarantine order or implementation of control procedures required by the State Health Officer or county health department.
d. Death (**Immediate Reporting**) – Any incident that involves the death of participant or their dependent that occurs while in residence at the AGENCY'S shelter facility, or while receiving outreach services, or any incident that involves the death of an employee or a volunteer while on center property or working in other venue on behalf of the AGENCY.
e. Embezzlement – Theft/larceny of center assets (money or property) by any AGENCY staff member or volunteer.
f. Media Inquiry (**Immediate Reporting**) – Any action by a program participant, their dependent, an employee, or a volunteer that results in an adverse/negative inquiry by public media, the Legislature, or the Office of the Governor. Sexual Battery (**Immediate Reporting**) – Any incident resulting in a participant alleging sexual battery by another participant, employee, or volunteer while residing at the AGENCY'S shelter facility or while receiving outreach services.
g. Serious Injury/Illness (**Immediate Reporting**) – Any incident resulting in a serious injury or illness that requires the response of law enforcement, emergency medical services, paramedics, or firefighters and is a result of conditions at the center that pose a serious risk of imminent harm to the health or safety of participants.

11. AGENCY shall have an approved Succession Plan indicating how they will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.
12. AGENCY shall notify DEPARTMENT through an Incident Notification Process and follow up with

EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.
b. Resignation/Termination of Key funded staff.
c. DEPARTMENT-Funded Staff vacancy position over 90 days.
d. Loss of funding from another Funder that could impact service delivery.
e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
f. Inability to have three (3) month's cash flow on hand
g. Temporary interruption of service delivery due to emergency, natural or unnatural disaster.
h. Other incidents that may occur unexpectedly and are not covered above.

13. AGENCY shall provide a roster of its Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
14. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
15. AGENCY Engagement

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

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





Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the DEPARTMENT'S website at

  http://discover.pbcgov.org/communityservices/Pages/default.aspx

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

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

Specific Activities – Recommended:

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

16. AGENCY should maintain in their file proof that clients served came through the Coordinated Entry System.
17. AGENCY shall maintain its status as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA's attendance requirements – 60 percent (%) attendance at the general HHA meetings and 70 percent (%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2, which can be found at www.hhapbc.org.
18. AGENCIES that are not current members of HHA must join the HHA and attend the new member orientation within the first 3 months of this Agreement and maintain a certificate of their completed training.
19. AGENCY must enter all programmatic data into the Client Management Information System (CMIS).
20. AGENCIES that are not currently using CMIS must attend CMIS training within one month of this Agreement award.
21. AGENCY programs must comply with HHA program standards, coordinated entry and prioritization process.
22. AGENCY shall submit annually or on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
23. AGENCY must complete and comply with the information contained in **EXHIBIT G - SUBAWARD DATA, EXHIBIT H - CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT I - CERTIFICATION DEBARMENT AND SUSPENSION**.
24. AGENCY agrees to comply with all provisions of 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 24 C.F.R. 576 Emergency Solutions Grants Program.
25. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
    a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training.

b. AGENCY can obtain a list of training resources on the FAA webpage.

26. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

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

    AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this agreement, and will include, at a minimum:

    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

ARTICLE 19 ACCESS AND AUDITS 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 and 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 audits, 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 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 withing 30 dys 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: ESG Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 20 CONFLICT OF INTEREST

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance 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 21 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.

D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of 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 of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this 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, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this 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 25 PUBLIC ENTITY CRIMES

As provided in sections 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 26 EXCUSABLE DELAYS

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

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision 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 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data 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 Palm Beach County Code 2-421 through 2- 440, as may be amended.

ARTICLE 29 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:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the grant to the COUNTY under the United States Department of Housing and Urban Development (HUD) Program, is suspended or terminated, this Agreement shall be immediately terminated effective on the date the United States Department of Housing and Urban Development (HUD) notifies the COUNTY of the suspension or termination.

ARTICLE 30 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 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this 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 the 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 32 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:

Director, Housing / Homelessness
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Pamela O'Brien, Executive Director/CEO
Aid to Victims of Domestic Abuse, Inc.
205 NE 5th Terrace
Delray Beach, Florida 33444

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

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

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency 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 COUNTY determines it has legal and practical enforcement capacity.

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

ARTICLE 34 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 consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to 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.

B. 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, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities inThe Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this 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.

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 COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this 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 36 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 CJI Facilities pursuant to the Ordinance and above-mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the 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 37 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 Agreement. 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.

The Parties further acknowledge that the compliance date associated with the applicable regulations has been extended from April 24, 2026, to April 26, 2027. Accordingly, unless otherwise required by applicable law, neither Party shall be obligated to comply with such regulations prior to April 26, 2027. In the event the compliance date is further extended, modified, suspended, or otherwise altered by any governmental or regulatory authority, the Parties agree that their respective obligations under this Agreement shall automatically conform to such revised compliance date or requirement, without the necessity of further amendment to this Agreement.

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

ARTICLE 38 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with 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 Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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ARTICLE 39 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 40 DISCRIMINATORY VENDOR LIST

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

ARTICLE 41 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 42 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216

Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 43 DEBARMENT AND SUSPENSION

A completed **EXHIBIT I - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** is required

at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

ARTICLE 44 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 45 SUBAWARD DATA AND FEDERAL CERTIFICATIONS AND ASSURANCES

AGENCY must complete and comply with the Federal Certifications and Assurances contained in the following Exhibits, which are attached hereto and incorporated herein by reference:

a. **EXHIBIT G** – Subaward Data
b. **EXHIBIT H** - Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment
c. **EXHIBIT I** - Certification Debarment and Suspension

ARTICLE 46 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42

U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

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

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

ARTICLE 47 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.
COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 48 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 49 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 50 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

ARTICLE 51 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 54 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this 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 55 PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Pursuant to section 287.139, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, AGENCY hereby certifies to the County that AGENCY does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 56 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 O**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 57 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 58 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such

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application. In the event of a conflict between the application 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

BY: _____
Clerk

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

BY: _____
Mayor, Palm Beach County

AGENCY:
Aid to Victims of Domestic Abuse, Inc.

DocuSigned by:
BY: Pam O'Brien
89B24E4E0E38437...
Authorized Signature

Pamela O'Brien
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
RS

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
BY: James E. Green
F84BD58B0CEE433...
Department Director

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FY 2027- 2029 EMERGENCY SOLUTIONS GRANTS (ESG)
PROGRAM SCOPE OF WORK AND SERVICES

Agency Name: Aid to Victims of Domestic Abuse, Inc.

Program Name: Emergency Shelter Operation

Location: Palm Beach County

Target Population: Individuals and families who are experiencing homelessness as a result of domestic violence and/or abuse (Program Participants)

AID TO VICTIMS OF DOMESTIC ABUSE INC. (AVDA) AGREES TO:

A. SCOPE OF SERVICES:

The AGENCY shall provide emergency shelter, as defined by HUD, to individuals and families experiencing homelessness as a result of domestic violence and/or abuse (Program Participants). Provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The AGENCY certifies that the eligible activities carried out under this Agreement will benefit persons who are Homeless as defined in **Exhibit B.** The services to be provided by the AGENCY shall be provided in accordance with the ESG component identified below and shall comply with the Federal regulations pertaining to such component:

[x] Emergency Shelter as specified at 24 CFR 576.102.
[ ] Homelessness Prevention as specified at 24 CFR 576.103.
[ ] Rapid Re-Housing Assistance as specified at 24 CFR 576.104.

The AGENCY will provide a 64-bed emergency shelter, staffed 24 hours a day for victims of domestic violence, their children, and pets (Program Participants), including a safe place to stay for up to six weeks. An extended stay beyond six weeks can be arranged for victims who have special needs and require an extended length of stay. Program Participants will be provided with food, clothing, transportation, basic needs items, information and referral to community resources, and continuous safety planning assistance. While in the shelter all Program Participants have access to advocacy and comprehensive service management to assist them in taking steps toward attaining self-sufficiency. Children in the shelter receive safety plans appropriately tailored to their age, and psychosocial assessments, individual and group counseling as needed.

The AGENCY will provide emergency shelter to **96 unduplicated individual and family households annually (169 total persons) who are victims of domestic violence and/or abuse annually).**

The AGENCY expects to achieve the following outcome:

- 80% of the households exiting the program will exit to safe, violence-free housing

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. TARGET POPULATION:
During the term of this Agreement, the AGENCY shall provide the services described herein to **96 unduplicated individuals and families (households) consisting of individuals, heads of households, and their dependents (169 unduplicated clients who are victims of domestic violence annually (Program Participants)**. 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) as defined in **Exhibit B** attached hereto and incorporated by reference. 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. PERFORMANCE BENCHMARKS:
The AGENCY shall comply with the following Performance Benchmarks:

1. The AGENCY shall expend at least **$86,754** (50% of the total funding allocated through this contract for FY 2027) by March 31, 2027.

2. The AGENCY shall expend the remaining **$86,753** (50% of the total funding allocated through this contract for FY 2027) by September 30, 2027.

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

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

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

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F. WRITTEN DOCUMENTATION:
The AGENCY shall maintain written documentation verifying that all persons assisted under this Agreement are "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, and homeless documentation.

As a domestic violence service provider, the AGENCY is exempt from requirements to use the Client Management Information System (CMIS) but must keep records in a comparable system.

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

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

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

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

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

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J. TERMINATION OF ASSISTANCE:

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

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

1. The provision of a written notice to the program participant containing a clear statement of the reasons for termination.

2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.

3. The provision of prompt written notice of the final decision to the program participant.

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

K. INVOICES:

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

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 (**Exhibit J)**

2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit K**)

3. A properly completed and signed Monthly Performance Report (**Exhibit L**)

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

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

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- A copy of the vendor's or service provider's invoice for goods and/or services.
- Eligible emergency shelter costs are limited to the following:
- Operating Costs
- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a canceled check or a copy of bank records indicating payment has cleared.

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

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

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

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

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

1. **Cash Contributions:** Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A–87 (2 CFR Part 225) and A–122 (2 CFR Part 230).

2. **Non-Cash Contributions:** The value of any real property, equipment, goods, or services contributed by the AGENCY to ESG, provided that if the AGENCY had to pay for them with ESG funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

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

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

The AGENCY agrees to provide matching contributions valued at no less than $173,507.00.

N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

1. **Match Report:** The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (**EXHIBIT N**) and its supporting documentation therewith. The Match Report covering the period ending March 31, 2027, shall be submitted by the AGENCY to DEPARTMENT no later than April 30, 2027, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.

2. **Monthly Performance Report:** The Monthly Performance Report (**EXHIBIT L)** shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

   The AGENCY shall ensure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed by applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program

income from activities funded, in whole or in part, through this Agreement meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

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

3. **ESG Grantee Statistics Report:** The ESG Grantee Statistics Report (EXHIBIT M) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

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

II. THE COUNTY AGREES TO:

A. Provide up to **$173,507** in funding for the following budget line items for Fiscal Year 2027:

Budget Line Item Description	FY 2027	FY 2028	FY 2029
Operating Costs	$173,507	$173,507	$173,507
TOTAL:	$173,507	$$173,507	$173,507

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

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ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.

E. Assume the environmental responsibilities described in 24 CFR 576.

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DEFINITIONS

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

"Homeless" means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
   i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
   ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
   iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

2. An individual or family who will imminently lose their primary nighttime residence, provided that:
   i. The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
   ii. No subsequent residence has been identified; and
   iii. The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing.

3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
   i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
   ii. Have not had a lease, ownership interest, or occupancy contract in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
   iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
   iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development

(GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

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

"At Risk of Homelessness" means:

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

2. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

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3. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4. Any individual or family who:

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

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

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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 ten percent (10%)

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

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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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)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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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

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

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

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Subaward Data[1]

(i)	Subrecipient Name	Aid to Victims of Domestic Abuse - AVDA
(ii)	Subrecipient Unique Entity Identifier:	Q6CKQAAWDMJ7
(iii)	Federal Award Identification Number (FAIN):	FL1096L4D052400
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/1/2026
(v)	Subaward Period of Performance Start Date:	10/1/2026
	Subaward Period of Performance End Date:	9/30/2027
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$173,705
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$173,705
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$173,705
(ix)	Federal Award Project Description:	Emergency Solutions Grant - Emergency Shelter
(x)	Name of Federal Awarding Agency:	HUD
	Name of Pass-Through Entity:	Division of Human Services
	Contact Information for Federal Awarding Official:	Elimaris Fernandez, CPD Representative US Dept. of Housing and Urban Development Elimaris.X.Fernandez@hud.gov 954-945-0276
	Contact Information for Palm Beach County Authorizing Official:	Jonathan B. Brown, Director of Housing and Economic Development jbrown2@pbcgov.org 561-233-5160
	Contact Information for Palm Beach County Project Director:	Wendy Tippett, Director of Human Services and Community Action wtippett@pbcgov.org 51-355-4772

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(xi)	CFDA Number and Name:	Emergency Solutions Grant, 14.231
(xii)	Identification of Whether Subaward is R&D:	No
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	N/A

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Aid to Victims of Domestic Abuse, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Pam O'Brien
89B24E4E0E38437...

Signature of Vendor's Authorized Official

Pamela O'Brien, President & CEO
Name and Title of Vendor's Authorized Official

Date

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CERTIFICATION DEBARMENT

AND SUSPENSION

The Vendor certifies that:

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

COMPANY NAME: Aid to Victims of Domestic Abuse, Inc.

ADDRESS: 955 NW 17th Ave. Suite J, Delray Beach, FL 33445

COMPANY'S AUTHORIZED OFFICIAL:

Pamela O'Brien, President & CEO

Name and Title

DocuSigned by:
Pam O'Brien
89B24E4E0E38437...

Signature

10/8/2026

Date

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MONTHLY MATCH REPORT
LETTERHEAD STATIONERY

DATE: _____

TO: Wendy Tippett, Director
Human Services & Community Action
810 Datura Street Suite 350 West Palm Beach, FL 33401

FROM: Name of Agency: _____

SUBJECT: **REPORT OF MATCH PROVIDED UNDER ESG AGREEMENT (R-202_ - _____)**

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

Matching Period (Check One)	**Description of Agency's Match**	**Match Value**
[ ]		$ _____
[ ]		$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____
4. _____

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

_____ _____ _____
Name Title Signature

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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

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MONTHLY PERFORMANCE REPORT

Report For:	Month: _____Year:	Contract No.: R_____-_____
Agency Name:		
Report Prepared By:	_____ _____ _____ Name Signature Date	

BUDGETING AND EXPENDITURES

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

Describe your efforts/attempts to obtain any additional funding: _____
_____

DECLARATION OF PROGRAM INCOME:

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

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

Source of Program Income: _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____
_____
_____
Number of beneficiaries assisted during this reporting period: _____
Number of beneficiaries assisted since the beginning date of the Contract: _____
Total number of beneficiaries to be assisted as required by the Contract: _____

Describe new projects initiated or significant changes in operation: _____
_____
Describe any problems or constraints encountered during this reporting period:
_____
_____
Technical assistance needed and/or requested: _____
Other comments: _____

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EMERGENCY SOLUTIONS GRANT PROGRAM
GRANTEE STATISTICS REPORT

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

Agency:		Agreement No:	
Date		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons Served Daily (specify Adults and Children	Total # of Duplicated persons served year to date	Total # of unduplicated persons served year to date
Rapid Re-housing			
Homeless Prevention			
Emergency Shelter			

Number of Persons Served Year to Date Who Are:						
	Homeless Prevention		**Rapid Re housing**		**Emergency Shelter**	
Number of Persons in household	Total For Month	Total Year to Date	Total for Month	Total year to Date	Total for Mont h	Total Year to Date
Adults						
Children						
Don't Know/refused						
Missing Information						
Gender: Male						
Female						
Transgendered						
Unknown						
Age: Under 18						
18-24						
Over 24						
Don't Know/Refused						
Missing Information						

Familial Data	Number of Persons Served Year to Date Who Are:	
	Male	Female
Unaccompanied 18 and over		
Unaccompanied under 18		
Families with Children Headed By:		
Single 18 and Over		
Single Under 18		
Two Parents 18 and over		
Two Parents under 18		
Family Households with no Children		

Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:	
	# Total	# Hispanic
White:		

Docusign Envelope ID: 78315779-7021-8095-8166-2261FC44B759

Black/African American:		
Asian:		
American Indian/Alaskan Native:		
Native Hawaiian/Other Pacific Islander:		
American Indian/Alaskan Native & White:		
Asian & White:		
Black/African American & White:		
Am. Indian/Alaskan Native & Black/African American:		
Other Multi-Racial:		

Types of Housing (Residential Only)	Number of Persons Served Year to Date in:
Barracks:	
Group/Large Home:	
Scattered Site Apartment:	
Single family Detached Home:	
Single Room Occupancy:	
Mobile Home/Trailer:	
Hotel/Motel:	
Other:	

Demographic Data	Number of Persons Served Year to Date Who Are:		
	Homeless Prevention	**Rapid Re Housing**	**Emergency Shelter**
Chronically Homeless			
Severely Mentally Ill			
Chronic Substance Abuse			
Other Disability			
Veterans			
Persons with HIV/AIDS			
Victims of Domestic Violence			
Elderly			
Comments:			

Docusign Envelope ID: 78315779-7021-8095-8166-2261FC44B759

MONTHLY REIMBURSEMENT REQUEST MEMO
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

Docusign Envelope ID: 78315779-7021-8095-8166-2261FC44B759

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 Aid to Victims of Domestic Abuse, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Pam O'Brien Pres. + CEO
(Signature of Officer or Representative)

Pam O'Brien, Pres. + CEO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 17 day of July, 2026, by Pam O'Brien.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

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

ORIETTA FLOR DEL RIO
Notary Public-State of Florida
Commission # HH 764015
My Commission Expires
May 12, 2030

(Notary Seal)

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N07310

Entity Name: AID TO VICTIMS OF DOMESTIC ABUSE, INC.

Current Principal Place of Business:

205 NE 5TH TERRACE
DELRAY BEACH, FL 33444

Current Mailing Address:

P. O. BOX 6161
DELRAY BEACH, FL 33482 US

FEI Number: 59-2486620

FILED
Apr 30, 2026
Secretary of State

0081589036CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

COE, VANESSA
423 FERN STREET
SUITE 200
WEST PALM BEACH, FL 33401 US

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

SIGNATURE: VANESSA COE 04/30/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	SECRETARY
Name	BABIJ, TAMI
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	CHAIR
Name	CORDNER, BEVERLY
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33319

Title	VICE CHAIR
Name	HARTMANN, CRAIG
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	VICE CHAIR
Name	WHITE, KASIA
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	DIRECTOR
Name	GORDON, NICONE
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	DIRECTOR
Name	HUNTER, DARRELL
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	DIRECTOR
Name	MAYEN, VICKY
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Title	DIRECTOR
Name	RAPPAPORT, STEVEN
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

Continues on page 2

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: PAM O'BRIEN PRESIDENT AND CEO 04/30/2026

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	PRESIDENT AND CEO
Name	O'BRIEN, PAM
Address	205 NE 5TH TERRACE
City-State-Zip:	DELRAY BEACH FL 33444

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2026

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 Aris Insurance Group 3900 Hollywood Blvd Suite PH-5 Hollywood FL 33021 License#: L108602	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 954-323-0355 **FAX (A/C, No):** 954-906-1499 **E-MAIL ADDRESS:** info@arisrisk.com
INSURED AIDTOVI-01 Aid To Victims Of Domestic Abuse, Inc. P.O. Box 6161 Delray Beach FL 33482-6161	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Ins Co — 18058 **INSURER B :** Lloyds of London **INSURER C :** Travelers Casualty & Surety — 19038 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1210177638 **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	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR X Prof Liability X Abuse/Molestatio GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PHPK2632039024	12/10/2025	12/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ProfLiab &Abuse/Mol	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1mm/$2mm
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2632039024	12/10/2025	12/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A C B	D&O/EPL Crime Cyber Policy			PHSD1833499024 105534494 ESO0440673354	12/10/2025 12/10/2025 1/28/2026	12/10/2026 12/10/2026 1/28/2027	D&O EPL $800,000 limit Cyber Limit	$1mm/$1mm $5,000 deductible $1,000,000

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

The General Liability Policy is endorsed to include Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as Additional Insured as per written contract with the named insured.
--10 days notice of cancellation for nonpayment of premium and 30 days for all other cancellations applies.
Contract #: R2021-1697

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach FL 33401
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Arel

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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

COVERAGES **CERTIFICATE NUMBER:** 20516447 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 12-68-329-06	06/01/2026	06/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	Client# 20004330-FL	

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

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

Endorsement: Waiver of Subrogation

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Insurance Compliance c/o EBIX, Inc.
PO Box 100085 - DX
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary P Storti

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

IN FAVOR OF:

Palm Beach County Board of County Commissioners
Insurance Compliance c/o EBIX, Inc.
PO Box 100085 - DX
Duluth GA 30096

WORK PERFORMED BY CO-EMPLOYEES OF:

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

ON THE FOLLOWING PROJECT:

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2026 Policy No: WC 12-68-329-06 Endorsement No:

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

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

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Attachment 3

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: **09-11-2026** REQUESTED BY: **Thomas Eaton** PHONE: **561-355-4721**

PROJECT TITLE: **Emergency Solutions Grant**

ORIGINAL CONTRACT AMOUNT: **N/A**

REQUESTED AMOUNT: **$358,446.00** BCC RESOLUTION#: **N/A**

CSA or CHANGE ORDER NUMBER: **N/A** DATE: **N/A**

LOCATION: **Community Services**

BUILDING NUMBER: **810 Datura Street**

DESCRIPTION OF WORK/SERVICE LOCATION: **ESG FY27 Contracts**

PROJECT/W.O. NUMBER: **N/A**

CONSULTANT/CONTRACTOR: **Adopt-A-Family and Aid to Victim of Domestic Abuse**

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: **Emergency Shelter and homeless prevention services**

CONSTRUCTION	$
PROFESSIONAL SERVICES	$ **358,446.00**
STAFF COSTS*	$
EQUIP. / SUPPLIES	$
CONTINGENCY	$
TOTAL	$ **358,446.00**

BUDGET ACCOUNT NUMBER(S) ***(Specify distribution if more than one and order in which funds are to be used):***

FUND: 1101 DEPT: 143 UNIT: 1435 OBJ: 8201 ES10/GY26 $184,939
ES15/GY26 $173,507

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for *all* that apply)

☐ Ad Valorem (Amount $_____)

☐ Infrastructure Sales Tax (Amount $_____)

☐ State (source/type: Amount $_____)

☒ Federal (source/type: Amount $358,446)

☐ Grant (source/type: Amount $_____)

☐ Impact Fees: (Amount $_____)

☐ Other (source/type: Amount $_____)

Department: **Department of Housing and Economic Development**

BAS APPROVED BY: Valerie Alleyne Digitally signed by Valerie Alleyne DN: C=US, O=org, DC=pbcgov, OU=Enterprise, OU=HED, OU=Users, CN=Valerie Alleyne, E=valleyne@pbc.gov Reason: I am the author of this document Location: Date: 2026.09.15 10:06:13-04'00' Foxit PDF Editor Version: 12.1.0 DATE 9/15/2026

ENCUMBRANCE NUMBER:_____