# **Department of Children and Families**

Office on Homelessness



# 2016 Challenge Grant **Grant Application**

Grant Application # LPZ22

# All applications *must be received* by the

# **Office on Homelessness at:**

1317 Winewood Boulevard Building 3, Room 201 Tallahassee, FL 32399-0700

By 3:00 p.m. on August 10, 2016

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# Section 1: Introduction

#### 1.1. Statement of Need and Purpose

The Challenge Grant program is authorized by section 420.622(4), Florida Statutes, to provide grant funding to lead agencies of homeless assistance Continuums of Care (CoC). To qualify for the grant, a lead agency must develop and implement a local homeless assistance CoC plan for its designated planning area.

The CoC plan must implement a coordinated assessment or central intake system to screen, assess, and refer persons seeking assistance to the appropriate service provider. The lead agencies may allocate the grant funds to programs, services, or housing providers that support the implementation of the local CoC plan.

This grant solicitation describes the Department's instructions that govern the grant application process, including the scoring process for applications in accordance with the statutory preference criteria stated in section 420.622(4), Florida Statutes.

#### 1.2. Applicant Qualifications

The only entities that may submit an application for the Challenge Grant shall be the lead agencies of the CoC, as designated pursuant to section 420.624(6), Florida Statutes, by the Office on Homelessness (Office) for specified catchment areas within the state.

The designation of the lead agencies by the Office has been done in consultation with the U.S. Department of Housing and Urban Development (HUD), the local homeless coalitions within Florida, and those agencies that were identified as the lead agency in the most recent application for HUD homeless grants. The list of designated lead agencies by catchment area is attached in EXHIBIT 1.

Any applications received from other entities not on the list of designated lead agencies shall be returned, without review, to the entity that submitted it.

Lead agencies are required to register in MyFloridaMarketPlace (MFMP) as a vendor. Registration is required because the Department of Financial Services uses data from MFMP to establish the payment data file for purposes of disbursing state funds.

Funds disbursed to lead agencies as a result of these grants are financial assistance. In accordance with rule 60A-1.032(I)(i)1, Florida Administrative Code (F.A.C.), disbursements of financial assistance to recipients of state financial assistance are exempt from paying the MFMP transaction fee.

#### 1.3. Funding Cycle and Funds Availability

For SFY 2016-17, the Department received \$5,000,000 in Challenge Grant funding available for allocation to lead agencies for the CoC planning areas.

The maximum grant award a lead agency may receive is \$300,000 for SFY 2016-17. Applications may be submitted for any amount up to, but not exceeding \$300,000. The lead agency shall clearly identify a budget for those uses or activities to be funded, and shall list the projects or activities to be funded.

Grant funding shall be expended on eligible services and programs by June 30, 2017. The grant funds may be used to carry out the services or programs identified in the local homeless assistance CoC plan, as certified by the lead agency.

# Section 2: Scope of Grant Activities

#### 2.1 Program and Financial Requirements

#### 2.1.1 Definitions

The definitions set forth in section 420.621, Florida Statutes, are applicable to the Challenge Grant program.

#### 2.1.2 Program Need

Challenge Grant funding shall be used locally to assist those individuals or households who are homeless, or those at risk of becoming homeless. The funds may be used to assist those clients defined as homeless in section 420.621(5), Florida Statutes. The intent of the grant is to help implement the local homeless assistance plan, and to help the community reach the goals and objectives outlined in their CoC plan.

In addition, the state grant is intended to be used in concert with the private funding contributed to local homeless service agencies to address the needs of the persons who are homeless in the planning area.

The overall goal of the grant is to use the Challenge Grant to partner with local agencies to reduce homelessness in Florida. The grant recipient shall evaluate the success of the grant award using the performance measures described in Section 2.1.4 of this solicitation.

#### 2.1.3 Financial Information

Section 420.622(4)(a), Florida Statutes, requires grant recipients to provide matching funds or in-kind support in an amount equal to the grant requested. See EXHIBIT 4. All grants must be obligated by an executed grant agreement and all grant funded activity or project services should be completed or provided by June 30, 2017. See the list of acceptable state expenditures at the following webpage:

http://www.myfloridacfo.com/aadir/reference\_guide/Reference\_Guide\_For\_State\_Expen ditures.pdf

All recipients of Challenge Grants are required to submit quarterly reports on progress and performance until all grant funded activities are completed.

The lead agency may use the grant funds to fund any activity or project that is clearly and specifically identified in the written CoC plan. To be an eligible activity or use, the lead agency shall execute a written certification that the use is contained in the plan and shall provide evidence of that inclusion in the plan with the certification. The plan should be sufficiently detailed so as to clearly denote the use, the agency performing the service, and that state funds will be sought to support the use. If the project is NOT included in the plan, the CoC must submit an amendment to the plan, detailing the project to be included.

The application may contain one or more activities to be funded, provided each and every one of the activities proposed for funding is specifically identified in the CoC plan.

All grant funds shall go to activities that directly benefit homeless persons or persons at risk of homelessness. Activities that do not directly benefit homeless persons may include, but are not limited to, public education, training, planning, and capacity building. Homeless Management Information Systems (HMIS) may be claimed to be a direct benefit used only to the extent that the system is used as a case management tool to coordinate services among two or more local agencies serving the homeless person.

The lead agency's 2016 CoC plan must be submitted with the grant application and filed with the Office. The plan may be the HUD Consolidated Plan, the local Annual Action Plan, or any plan that the lead agency helped draft that addresses the homelessness needs in the specific area (including the activity to be funded). The application must clearly enumerate the activities or projects to be funded, the purpose of each, the amount allocated for each, and the entity to carry out that use or activity. The lead agency shall be fiscally responsible for all grant funds and for ensuring that funds are expended only for eligible activities.

Performance monitoring of the grant activities is a responsibility of the lead agency. Upon completion of the grant funded activities, the lead agency shall provide a written assessment of the grant's effectiveness in furthering the CoC plan.

Section 420.622(4)(d), Florida Statutes, authorizes a lead agency to spend a maximum of eight percent (8%) of its grant award on administrative costs. Administrative costs must be used by the lead agency for staff salary, benefits, or operating expenses directly related to the management and oversight of this grant. In accordance with section 287.14, Florida Statutes, use of the Challenge Grant to purchase or continuously lease any motor vehicle is prohibited.

#### 2.1.4 Grant Outcome Evaluation and Performance Measures

Each lead agency receiving a grant under this solicitation must provide to the Office on or before July 31, 2017, a thorough evaluation of the effectiveness of the grant in achieving its intended purpose. At a minimum, this written evaluation shall address the following:

- a. <u>Implementation of the CoC Plan</u>. The lead agency shall evaluate the effectiveness of the grant to further the CoC plan, including the extent to which the grant accomplished plan objectives or actions steps, or resolved unmet needs specified in the plan. This must include the three outcomes included in EXHIBIT 5.
- b. <u>Planned versus Actual Services Provided</u>. The evaluation shall compare the proposed number of homeless persons to be served by grant funded activity as enumerated on EXHIBIT 4, Budget Form, to the actual number of persons served. The lead agency shall provide explanation for any activity that failed to achieve the target service level.
- c. <u>State and Federal Performance Objectives.</u> The lead agencies shall report on the specific projects funded under this grant based on the measures listed below. The Office on Homelessness will provide a template for these evaluation and performance measurements. Performance measurements will relate to specific projects funded under this grant.
  - i. Mean Length of homeless episodes
  - ii. Individual or family recidivism rate (subsequent return to homelessness)

- iii. Access and Coverage (thoroughness in reaching homeless persons)
- iv. Overall reduction in the number of persons who experience homelessness
- v. Job and income growth for persons who are homeless
- vi. Exits from homelessness to housing
- vii. Reduction in first time homeless
- viii. Other accomplishments related to reducing homelessness

#### 2.2 <u>Administrative Requirements</u>

#### 2.2.1 Order of Precedence of Documents

Multiple documents shall comprise the complete grant agreement, including the solicitation, the submitted application and grant award letter. In the event of a conflict between the provisions of the documents, the award letter shall take precedence. The remaining order of precedence shall be the approved budget, the grant solicitation, and finally the recipient's application.

#### 2.2.2 Grant Agreement Terms and Conditions

Applicants are directed to review the grant award letter, standard terms and conditions, and other forms specified in Section 5. The recipient shall be required to execute the Certification Regarding Lobbying Form, CF 1123. If the grant funding will be used to make improvements to real property, the Department shall be granted a security interest to the property being improved. See EXHIBIT 14 for sample Lien Agreement.

#### 2.2.3 Audit

The grant is subject to the state single audit requirement. The grant recipient has the responsibility for tracking the amount of financial assistance received during a single fiscal period, to determine whether the state single audit requirement applies to the recipient. Applicants are directed to review the Audit Attachment in EXHIBIT 13.

#### Section 3: Grant Solicitation and Evaluation Process

#### 3.1 Overview of the Grant Solicitation Process

#### 3.1.1 Contact Person

Mia Parker Office on Homelessness Department of Children & Families 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Phone: (850) 717-4356 Mia.Parker@myflfamilies.com

#### 3.1.2 Contacting Department Personnel

Applicants are permitted to communicate with the Department staff seventy-two (72) hours after the notice of grant availability has been announced. Department staff will attempt to answer applicant questions, based upon the written grant solicitation document. The written solicitation document is binding. In the event Department staff

offer oral guidance that may be in conflict with the solicitation document, the written instructions shall be binding.

# 3.1.3 Advertisement and Posting

The grant solicitation shall be posted on the Department of Management Services Vendor Bid System (VBS), on the MYFlorida.com website, at the following internet address:

#### http://vbs.dms.state.fl.us/vbs/main-menu

At the time the notice is submitted to the VBS for publication, an electronic file of the grant solicitation shall be provided to the designated lead agency applicants by the Office. Any formal changes or amendments to the grant solicitation shall be posted on the VBS, with notice of the changes provided to all eligible lead agency applicants by the Office.

#### 3.1.4 <u>Schedule and Deadlines</u>

Activity	Date	<u>Time</u>	Location
Post Notice of Solicitation	July 13, 2016	N/A	Vendor Bid System
Solicitation Conference	July 20, 2016	2:00 p.m. Eastern	Conference Call 1-888-670-3525 Code 7015398451#
Deadline for submitting Written Inquiries	July 22, 2016	3:00 p.m. Eastern	Mia.Parker@myflfamilies.com
Post responses to Written Inquiries	July 27, 2016	N/A	Vendor Bid System
Deadline date for submission of applications	August 10, 2016	3:00 p.m. Eastern	Office on Homelessness Bldg. 3, Room 201 1317 Winewood Blvd. Tallahassee, FL 32399
Grant Manager Review for Completeness of applications	August 11-15, 2016	N/A	N/A
Evaluation Team initial meeting	August 15, 2016	N/A	N/A
Evaluation Team completes scoring	August 16-18, 2016	N/A	N/A
Anticipated Date to Post Notice of Grant Award	September 2, 2016	N/A	Vendor Bid System
Anticipated effective date of grant agreement	September 26, 2016	N/A	N/A

The final date for the submission of grant applications shall be August 10, 2016 by 3:00 p.m., Eastern Time. To be considered for a grant award, applications must be received by the Department in the Office on Homelessness, 1317 Winewood Blvd., Building 3, Room 201, Tallahassee, FL 32399-0700 by the specified date and time.

# 3.1.5 Solicitation Conference

The Department will hold a conference call with the eligible applicants on July 20, 2016 at 2:00 p.m. Eastern time. The agenda for the conference shall be to answer questions from the applicants. The conference call in number is 1-888-670-3525, code 7015398451#. The call will be recorded, and a summary of a conference call will be prepared by the Office. Attendance on the conference call is not mandatory for the eligible applicants.

# 3.1.6 Written Inquires

Eligible applicants may submit written inquiries regarding the content of the grant solicitation, in order to enhance the understanding of the Department's needs and requirements. Inquiries may be submitted any time after the notice of solicitation is posted. Use of electronic communications is encouraged for all inquiries. The responses to written inquiries will be posted on VBS on July 27, 2016.

# 3.1.7 Department Not Responsible for Cost of Preparing Applications

The Department is not liable for any costs incurred by an applicant in responding to this grant solicitation. Further, such costs are not eligible for reimbursement from the grant award.

# 3.1.8 Applicant Ranking and Secretary's Decision

The Department will award grants to the applicants whose applications are determined by the Secretary, or designee, to be the most advantageous to the state. Following the close of the completeness review, the Department's grant evaluators will score the applications submitted to the Office. The Office will compile the results of the evaluators' scores, and provide the Secretary, or designee, with the recommended ranking from the evaluators, along with other considerations noted by the Office on eligibility and budget issues.

The Department will award grants based on the final selection by the Secretary, or designee, who will consider the evaluation criteria set forth in this solicitation. No scoring by the Secretary, or designee, will be required to make the selection and award decision. The scoring and ranking by the evaluators shall serve as a recommendation only.

#### 3.1.9 Notice of Grant Awards

The Department will issue the Secretary's, or designee's, final decision by posting the award notice on the VBS. The award notice shall also be provided in writing by US Mail and email to each applicant. The award notice shall be written and contain the following information.

- (1) Grant solicitation title;
- (2) The dates allowed for the submission of applications under this solicitation;
- (3) The contact person for the grant solicitation for applicants to request additional information;

- (4) The names and location of applicants to which the Department intends to award grants;
- (5) The amount of the intended grant awards; and
- (6) The anticipated effective date of the awards.

# 3.1.10 Formal Appeals

The Department shall provide for a process for appeals of grant awards resulting from this grant solicitation. Appeals of grant awards resulting from this grant solicitation shall be subject to the procedures described in Chapter 120, Florida Statutes.

# 3.2 Evaluation Process and Criteria

# 3.2.1 How the Applications Will Be Evaluated

Upon receipt of the application, the Office will log it in as received. The initial step in the review and evaluation process shall be to review each application for completeness. The grant manager will use the completeness checklist (EXHIBIT 2) to determine if all required documents are contained in the application, and to check that the paperwork is complete, with no blanks, and signed where required. Applicants will be notified by the Office of items missing. The applicant shall be given three (3) work days to submit the items noticed as incomplete.

To score the applications, the Department shall appoint at least two (2) person team consisting of persons who are knowledgeable in the program area, and must consist of Department employees. Reviewers shall be free of conflict of interest with either potential applicants or providers of eligible activities or project uses of the Challenge Grant.

The rankings from the evaluators shall be provided as a recommendation to the Secretary, or designee, along with the input from the Office on eligibility issues and budget reviews.

# 3.2.2 Completeness Criteria and Correction

The Office shall initially review applications received to determine whether the applications are substantially complete. This will address whether required forms are present and properly signed, that the proposal appears to have addressed the application contents required, and that there is not an easily discernable or obvious error that may be readily corrected.

Should the Department detect such an error, the applicant will be afforded three (3) work days during which corrective action to adjust the application may be taken.

The Department is under no obligation to detect or offer the opportunity for such completeness and correction. The Department's election to afford this opportunity should not, and does not give rise to an expectation of completeness or application correction.

The applicant has the sole responsibility for determining whether to submit the missing or incomplete items. If the applicant elects to submit incomplete items, the applicant

bears sole responsibility for the delivery of the items to the Department and for the content of the items submitted, if any. The Department has elected to afford an opportunity for applicants to correct incomplete items, but the applicant is solely responsible for any response to the Department's notice. The applicant is also solely responsible for the content, quality, and sufficiency of any material submitted to the Department.

During the correction period, the applicant is permitted only to take action to correct completeness errors cited by the Department, and not to supplement their application for the purpose of improving competitiveness, or to add material for any other purpose.

### 3.2.3 Description of Scored Criteria

The application shall be scored on the three (3) statutory preference criteria described in section 420.622(4), Florida Statutes:

- Ability of the CoC to provide quality services to homeless person;
- Ability to leverage federal homeless assistance under the McKinney-Vento Act, and private funding for services to the homeless;
- CoC planning areas with the greatest need for providing housing and services to the homeless, relative to the population of the planning area.

# Section 4: Instructions for Preparation and Submission of Applications

#### 4.1 Submitting an Application to the Department

Each designated lead agency shall submit no more than one (1) application in the fiscal year solicitation. If more than one application is submitted, all applications received from that lead agency shall be rejected and returned to the lead agency without review.

All applications must be received by the Department in the Office on Homelessness, 1317 Winewood Boulevard, PDHO, Building 3, Room 201, Tallahassee, Florida 32399-0700, **by 3:00 p.m, Eastern Time, on August 10, 2016.** This deadline shall be formally noticed in the solicitation of applications as published on the VBS.

Applications received after this deadline shall be rejected and returned to the lead agency applicant without review. There shall be NO EXCEPTIONS or WAIVERS. The applicant is exclusively responsible for the delivery of the application to the Department. Applications must be received in the Office by the deadline. Applicants should make sure that if the application is mailed or sent by courier service that they allow adequate time for the application to be delivered to the Department. The Department will not entertain appeals based on the failure of a delivery service to make timely delivery.

All applications received shall be date and time stamped upon receipt in the Office. The Office will maintain a log to reflect the receipt of each application. No faxed or electronic delivery shall be permitted for submission of applications.

The lead agency applicant shall submit an original signed application plus one (1) photocopied application to the Department. Failure to submit an original signed copy, plus the required copy (1) following the completeness review period, shall result in the rejection of the application. The original signed application shall be clearly labeled on the cover sheet "ORIGINAL" to identify the original signed application.

All applications shall be on paper of the size  $8\frac{1}{2} \times 11$ , be provided in the order described below, and the application shall be bound with a table of contents clearly showing the order of the material, and with pages clearly numbered. Where referenced documents are to be included in the application, they shall be inserted in the application immediately following the section of the application in which they are referenced.

# 4.2 Content of the Application

# Each application shall consist of the following information and shall be bound in the following order:

# TAB 1 - Applicant Information Request and Completeness Checklist

The lead agency shall provide complete the Applicant Information Request form in EXHIBIT 3. A duly authorized official of the lead agency shall sign this form.

Applicants shall complete the application Completeness Checklist using the form in EXHIBIT 2, and shall include the completeness checklist in the application immediately following the Applicant Information Request.

# TAB 2 - Budget

The budget shall follow the forms contained in EXHIBIT 4, and must clearly delineate the following for each proposed activity or project:

- (a) The activity or project use.
- (b) Amount of grant for each project/activity.
- (c) Name of the provider entity to carry out the activity or use.
- (d) Whether this is an existing service or a new service to fill an unmet need.
- (e) Number of homeless persons served.
- (f) Estimated expenditure of grant funds by quarter.

# TAB 3 - Certification of Consistency with CoC Plan.

The lead agency shall provide a letter on agency letterhead that shall be signed by the same duly authorized official that signs the cover letter certifying that each use is specifically identified within the CoC plan. This letter shall list each use proposed for funding along with the specific citation of where in the plan this activity or use is described in the plan. This reference should cite the section, page, project list, or other clearly identifiable reference to the plan. Copies of applicable portions of the written plan or adopted amendment shall be attached to the letter highlighting the specific use citations, which clearly denote the use, the agency to perform the service, and that state funds will be sought to support the use. **Failure to properly document the consistency of any activity proposed for funding shall make that activity ineligible for the grant.** 

The CoC plan must be included behind this TAB.

# TAB 4 - Narrative

The lead agency shall provide a narrative that describes all of the activities to be funded, the homeless populations to be served, and the outcomes expected to be achieved for each activity proposed to be funded. The narrative shall clearly state how the Challenge Grant will further the implementation of the CoC plan, and help to reduce homelessness in your community.

### Ability to Complete Activities Outline

The lead agency shall document the ability of the CoC agency(s) to complete the funded activities by June 30, 2017. This should include timelines of critical tasks to be accomplished for each use; monthly or quarterly spending plans; proposed draw down schedules; and reporting schedule for outcomes achieved. This narrative should address the status of the selection of the local providers of activities; the status of needed subcontracts between the lead agency and the provider entities; the identification of homeless clients to be served; and preparations underway to allow for the timely obligation and expenditure of these funds.

Future grant awards may be subject to the timely completion of all grant funded activities.

# TAB 5 -Quality of Services

The lead agency shall document the actions taken by the CoC in providing quality services, as described in EXHIBIT 5. The certification by the lead agency of quality of services on the form in EXHIBIT 5 shall be signed by the lead agency. **Failure to** properly document the issue shall result in no points being assigned to that quality of service issue.

The applicant's total score for these rating criteria will be the sum of points awarded for all of the quality of service indicators. The applicant achieving the highest number of points for most quality of service indicators achieved shall be ranked number one (1). The applicant having the second highest number of points will be ranked number two (2), and so on until all applicants are ranked.

# The evaluation team shall award points only to the extent that the documentation affirms the quality of service standard was attained.

#### Leverage of McKinney-Vento Act and Private Funds.

The lead agency shall list the funding received in the period from July 1, 2016 through June 30, 2017, by grant award or private funder. The list shall clearly show each individual grant or receipt of private cash, which clearly references the item on the list. The lead agency shall provide a signed certification of the total of funding leveraged. This listing shall follow the form on EXHIBIT 7.

The lead agency shall list on the form in EXHIBIT 7 all funding received by organizations participating in the CoC from grants authorized under the McKinney-Vento Homeless Assistance Act and from private sources (non-governmental) for homeless services within its catchment area. The list shall be limited to those grants received or private cash received within the period from July 1, 2015 through June 30, 2016.

For grants, "received" shall be defined as the total amount of the grant award as reflected on the **fully executed grant award letter from the grantor agency as dated within the above stated period**. Grant award letters with electronic signatures are acceptable.

For private funds, the amount received shall be the actual amount of cash received during the period (July 2015 through June 2016) for direct services targeted to homeless persons. In-kind services or donations of goods or services shall not be eligible to be claimed as leverage. The amount of cash received for service to the homeless shall be evidenced by a letter on agency letterhead, signed by the chief executive officer, stating the amount of cash received for homeless service, and the specific homeless services supported by that cash.

Lead agencies are directed to the following programs authorized under the McKinney-Vento Homeless Assistance Act, for claims of grant funding leveraged.

	Program Name	<u>CFDA</u>	<u>Federal</u> Agency	<u>Eligible</u> Grantees
1.	Homeless Veterans Reintegration Program	17.805	HHS	Dept. of Labor grant award to community agency
2.	Healthcare for the Homeless	93.224	HHS	HHS grant award to local government or non-profit agency
3.	Projects for Assistance in Transition from Homelessness (PATH)	93.150	HHS	DCF award or contract specifying amount of PATH dollars to community agency
4.	Education for Homeless Children & Youth	84.196	Educ.	FL Dept. of Education grant award to local school district
5.	Emergency Solutions Grant	14.231	HUD	HUD grant award to unit of local government, or DCF award to non-profit agency
6.	Section 8 Moderate Rehab, Single Room Occupancy	14.249	HUD	HUD grant award to public housing authority or COC lead agency
7.	Emergency Food and Shelter	97.024	FEMA	National office of United Way award to local United Way agency
8.	Shelter Plus Care	14.238	HUD	HUD grant award to project sponsor or to CoC lead agency

9.	Supportive Housing Program	14.235	HUD	HUD grant award to project sponsor or CoC lead agency
10.	HUD-Veterans Affairs Supportive Housing (HUD-VASH)	14.871	HUD	HUD grant award to CoC lead agency
11.	Supportive Services for Veterans	64.033	VA Health	VA awards to non- profits and consumer cooperatives

Failure of the lead agency to execute the certification of leverage shall cause the application to be ranked last on the leverage preference criteria.

The amount of leveraged grant, as certified by the lead agency, shall be divided by the population of the continuum's catchment area, to calculate a leverage ratio of McKinney-Vento grant. Likewise, the amount of private cash received for direct homeless services, as certified by the lead agency shall be divided by the population of the continuum's catchment area, to calculate a leverage ratio of private dollars per 1000 population.

The ranking of the applications shall be based on the two leverage ratios calculated. The application with the highest ratio of McKinney-Vento grants per thousand persons shall be ranked number one (1) on this factor. The next highest ratio of McKinney-Vento grants will be ranked two (2) and so on until all applications are ranked.

Similarly, all applications will be ranked on the private cash ratio, with highest ratio ranked number one (1). The second highest ratio of private cash is ranked number two (2) and so on.

#### Homeless Need

The lead agency shall complete the form on EXHIBIT 8, using the data from its 2016 PIT Count, and the census population data from EXHIBIT 9 and the Department of Education (DOE) count from EXHIBIT 10. The lead agency shall provide a signed certification on the data used from the homeless population chart on EXHIBIT 8.

The lead agency shall add the data contained in the CoC 2016 PIT count and the number of homeless based on the Florida Department of Education (DOE) count. This total number of homeless persons shall include both those sheltered and unsheltered in the catchment area.

The lead agency shall complete and execute the certification on the need form, EXHIBIT 8. In the event an applicant fails to execute the certification, the application shall be ranked last on the need statutory criteria.

EXHIBIT 9 provides the total population by continuum in 2010. The resultant calculation shall establish a ratio of homeless population per 1000 population for the catchment area as documented using the form found in EXHIBIT 8.

The review team shall compare all eligible applicants to determine the catchment area with the highest ratio of homeless persons per 1000 population. This application shall be ranked number one (1). All other applicants shall be ranked in descending order with the second highest need ratio ranked second, and so on until all applicants are ranked.

In the event two (2) or more applicants have the same need ratio, they shall be ranked equally in the rank order, with their rank score being the average score of the two (2) or more rank places. Example: Two (2) applicants have the same need ratio of 1.0 homeless persons per 1000 population. Ten (10) applicants have higher ratios. The two (2) applicants would be ranked at 11.5, averaging the number 11 and 12 rank order places.

# TAB 6 – Additional Forms

- MyFloridaMarketPlace Registration
- EXHIBIT 11, Certification Regarding Lobbying

#### 4.3 Final Ranking and Recommended Grant Amounts

The evaluators shall establish a final ranking by totaling the rankings in the three (3) preference criteria outlined above. For example, if the application is ranked number seven (7) in quality of service, number three (3) in leverage, and number six (6) in need, its total ranking score is sixteen (16). The application with the lowest combined ranking score of the three (3) reviewers shall be the top ranked application.

In the event of a tie in the total ranking score, the applicant that was ranked higher on the catchment area need preference criteria in comparison to the other application shall be ranked higher.

The total grant funding available for award is \$5,000,000. The amount of grant award shall be the total amount of eligible uses requested, up to \$300,000. The top ranked application shall be funded first, with each subsequent ranked application awarded until the grant amount is exhausted. The Department reserves the right to make grant awards in amounts less than the requested amount in the event that and including, but not limited to: (1) uses proposed are deemed ineligible by the Department, or (2) that the grant funding remaining available is less than the amount of the grant request.

Lead agencies receiving grant awards shall agree to participate in the Offices' process to develop standardized data collection methods and the creation of a homeless management information system. Further, grantees shall be required to submit quarterly reports of performance, until grant funded activities are completed.

#### Section 5: Grant Agreement, Forms, and Reports

#### 5.1 Grant Agreement, Terms and Conditions

The grant agreement shall consist of the grant award letter, the standard contract, an approved budget, the grant solicitation, and the recipient's application.

#### 5.2 Forms and Certifications

The applicable forms that the recipient shall complete include the Certification Regarding Lobbying (EXHIBIT 11), and, if applicable, the mortgage lien and security agreement.

In the event that the Challenge Grant proceeds are used to acquire or improve real property, such use shall be contingent upon the lead agency and/or its sub-grantees granting to the state a security interest in the property at least equal to the amount of the state funds provided, for at least five (5) years from the date of purchase or completion of the property improvements. The securing of the lien position and recording of the lien document shall be the responsibility of the

lead agency. The lien must be in the Department's favor. See EXHIBIT 14 for sample lien agreement.

The recipients of the Challenge Grant awards shall file quarterly status reports with the Department, to report performance on the expenditure of the grant, and the benefits of service to the targeted populations. Final reports shall be submitted to the Department within thirty (30) days following the end of the grant period. See EXHIBIT 12 for the report form.

# 2016 Continuum of Care Designated Lead Agencies

#### **Theresa Lowe, Executive Director** Alachua, Putnam, Bradford, tlowe@gracemarketplace.org Levy, Gilchrist North Central Florida Coalition for the Homeless and Hungry **Operating GRACE Marketplace** 3055 NE 28th Drive Gainesville, FL 32609 P-352/792-0800, ext. 105 www.gracemarketplace.org **Yvonne Petrasovits, Executive Director** Bay, Calhoun, Gulf, Holmes, Homeless & Hunger Coalition of NW Florida Jackson, Washington 949 Jenks Avenue / 32401 P.O. Box 549 Panama City, FL 32402-0549 P-850/481-5446 Executivedirector.hhcnwfl@gmail.com officemanager.hhcnwfl@gmail.com www.homelesshungercoalitionnwfl.org Brevard **Mark Broms, Executive Director Brevard Homeless Coalition** 6905 N Wickham Road Melbourne, FL 32940 P-321/652-2737 mbromsg@gmail.com **Michael Wright Broward Broward County Homeless Initiative Partnership** 115 S. Andrews Avenue., Room A-370 Ft. Lauderdale, FL 33301 P - 954/357-6167 F-954/357-5521 mwright@broward.org Angela Hogan, Chief Executive Officer Charlotte **Charlotte County Homeless Coalition**

P.O. Box 380157 Murdock, FL 33938-0157 P-941/627-4313 F - 941/627-9648 Angela.hogan@cchomelesscoalition.org www.cchomelesscoalition.org www.gulfcoastpartnership.org

Escambia, Santa Rosa

Duval, Clay, Nassau

DeSoto, Glades, Hardee, Hendry, **Highlands**, Okeechobee

# Collier

Columbia, Hamilton, Lafayette,

Suwannee

Citrus, Hernando, Lake, Sumter

**Barbara Wheeler** Mid-Florida Homeless Coalition P.O. Box 3031 Inverness, FL 34451-3031 P-352/860-2308 F-352/726-3280 Mfhc01@gmail.com

#### **Rita Dopp, Executive Director**

United Way of Suwannee Valley 871 SW State Road 47 Lake City, FL 32025-0433 P-386/752-5604 x 104 F-386/752-0105 rita@unitedwsv.org www.unitedwsv.org

#### **Christine Welton**

**Collier County Hunger and Homeless Coalition** P.O. Box 9202 Naples, FL 34101 P - 239/263-9363 / F - 239/263-6058 executivedirector@collierhomelesscoalition.org

#### Angelo Trunzo, Executive Director

Highlands County Coalition for the Homeless 134 N. Ridgewood Dr. Suite 12 Sebring Florida 33870 P-863/314-8901 F-863/314-8902 angelotrunzo@highlandshomeless.com www.highlandshomeless.com

#### **Dawn Gilman**

Changing Homelessness Inc. 660 Park Street Jacksonville, FL 32204 P-904/354-1100 / F-866/371-8637 dgilman@changinghomelessness.org www.changinghomelessness.org

#### John Johnson

EscaRosa Coalition on the Homeless P.O. Box 17222 Pensacola, FL 32522 P-850/436-4646 / F-850/436-4656 John.johnson@ecoh.org or www.ecoh.org

#### Antoinette Hayes-Triplett

Hillsborough

Tampa Hillsborough Homeless Initiative, Inc. 601 East Kennedy Boulevard 24th Floor Tampa, FL 33602 P – 813/223-6115 F – 813/223-6178 tripletta@THHI.org www.THHI.org

#### Louise Hubbard, Executive Director

Treasure Coast Homeless Services Council, Inc. 2525 St. Lucie Avenue Vero Beach, FL 32960 P – 772/778-4234 F – 772/567-5991 irhsclh@aol.com

#### Jeannie Sutton, Grants Coordinator

Lee County Department of Human Services 2440 Thompson Street Fort Myers, FL 33901 P – 239/533-7958 F – 239/533-7955 jsutton@leegov.com

#### Sylvia W. Smith, Executive Director

Big Bend Homeless Coalition 2729 W. Pensacola Street Tallahassee, FL 32304 P - 850/576-5566 F - 850/577-0586 <u>ssmith@bigbendhc.org</u> www.bigbendhc.org

#### Leslie Loveless, Executive Director

Suncoast Partnership to End Homelessness, Inc. 1750 17<sup>th</sup> Street, Bldg. K-1 Sarasota, FL 34234 P - 941/955-8987 F - 941/209-5595 Leslie@suncoastpartnership.org

#### Karen Hill

Marion County Homeless Council, Inc. 1315 SE 25<sup>th</sup> Loop #104

Indian River, Martin, St. Lucie

Lee

Leon, Franklin, Gadsden, Liberty, Madison, Taylor, Jefferson, Wakulla

**Manatee and Sarasota** 

Marion

Ocala, FL 34471 P.O. Box 162 Ocala, FL 34478 P – 352/732-1380 F – 352/622-2975 Karen@mchcfl.org www.mchcfl.org

#### Victoria Mallette, Executive Director

Miami-Dade County Homeless Trust 111 NW 1st Street, Suite 27-310 Miami, FL 33128 P – 305/375-1491 F – 305/375-2722 vmallette@miamidade.gov www.miamidade.gov/homeless

#### Elena George, Executive Director

Monroe County Homeless Services CoC Inc. P.O. Box 2410 Key West, FL 33045 P – 305/998-4663 F – 305/204-4150 Elena@monroehomelesscoc.org http://www.monroehomelesscoc.org/

#### Sarah Yelverton

Okaloosa-Walton Homeless Continuum of Care P.O. Box 115 Ft. Walton Beach, FL 32549 P – 850/409-3070 sarah@hhalliance.org www.owhcoc.org

#### Martha Are, Executive Director

Homeless Services Network of Central Florida 4065 McLeod Road Orlando, FL 32811 P – 407/893-0133 F – 407/893-5299 martha.are@hsncfl.org www.hsncfl.org

#### Georgiana Devine, Program & Contract Manager

Palm Beach County Division of Human Services 810 Datura Street, Suite 350 West Palm Beach, FL 33401 P - 561/ 355-4778 / F – 561/355-4801 gdevine@pbcgov.com Miami-Dade

Monroe

**Okaloosa and Walton** 

Orange, Osceola, Seminole

**Palm Beach** 

#### **Raine Johns, Executive Director**

Coalition for the Homeless of Pasco County, Inc. Pasco County Florida Continuum of Care P.O. Box 757, New Port Richey, FL 34656 P – 727/842-8605 x 7001 F – 727/842-8538 rainejohns@pascohomelesscoalition.org www.pascohomelesscoalition.org

#### Susan Myers, CEO

Pinellas County Homeless Leadership Board 647 1<sup>st</sup> Avenue, North St. Petersburg, FL 33701 P – 727/582-7916 F – 727/528-5764 <u>susanmyers@pinellashomeless.org</u>

#### Laura Lee Gwinn, Executive Director

Homeless Coalition of Polk County 107 Morningside Drive, Suite C Lakeland, FL 33803 P – 863/687-8386 / F – 863/802-1436 Igwinn@polkhomeless.org

#### **Gary Peterson, Executive Director**

Home Again St. Johns County 1850 State Road 207 St. Augustine, FL 32086 P – 904/687-6043 Homeagainstjohns1@gmail.com

#### Jeff White, Executive Director

Volusia/Flagler County Coalition for the Homeless P.O. Box 444 Deland, FL 32121-0444 P – 386/279-0029 / F – 386/279-0028 Jwhite@vfcch.org / www.vgcch.org Volusia and Flagler

Polk

St. Johns

Pinellas

# **Completeness Checklist**

Page # in Application	Completeness Items
	One (1) Original signed application
	One (1) copy of the application - in addition to the original
	<ul> <li>2016 CoC Plan ** If CoC plan is too large to include in application you MUST send the portion of plan that details activity to be funded and CoC certification. (TAB 3)</li> </ul>
	Letter of CoC support certification (TAB 3)
	MyFloridaMarketPlace registration (TAB 6)
	EXHIBIT 3, Applicant Information Request (TAB 1)
	EXHIBIT 4, Budget and Match Form (TAB 2)
	<ul> <li>EXHIBIT 5, Quality of Service (TAB 5)</li> <li>Signed (check if yes)</li> </ul>
	<ul> <li>EXHIBIT 7, Leveraged Funding Form and Certification (TAB 5)</li> </ul>
	<ul> <li>Signed (check if yes)</li> </ul>
	<ul> <li>EXHIBIT 8, Certification of Estimated Need Per Catchment Area Population (TAB 5)</li> </ul>
	Signed (check if yes)
	• EXHIBIT 11, Certification Regarding Lobbying (TAB 6)
	Signed (check if yes)

# **Applicant Information Request**

	DN
Name:	
Mailing Address:	
City	County:
Zip Code:	Telephone #:
Applicant's E-mail Address:	
PROJECT ADMINISTRATO	DR(S) *if more than one, please list ALL
Name:	
Mailing Address:	
City:	State: Zip Code:
Phone:	Fax:
Email Address:	
CONTACT PERSON FOR T	
Name: Phone:	
Name: Phone:	
Name:          Phone:          Email:          TARGET GROUP(S):	Youth Families
Name:          Phone:          Email:          TARGET GROUP(S):	
Name:	
Name:	Youth Families
Name:	Youth Families
Name:    Phone:    Email: <b>TARGET GROUP(S):</b> Adult    Domestic Violence    Other (specify):    COUNTY(IES) AND CITY T	Youth Families

Project 2	\$
Project 3	\$
Project 4	\$
Administration	\$
MATCHING FUNDS:	\$
TOTAL PROGRAM COST	\$

To the best of my knowledge, I certify that the information in this application it true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanction.

Executive Director or Board Chairman:

Signature:	 	
Typed Name:	 	
Title:	 Date:	

#### **Budget and Match Form**

	<u>Grant</u> Activity/Project	<u>\$ Requested</u>	\$ Match Amount	Agency Provider Name	Existing Service	New Service	Number of Persons Homeless To Be Served
1							
2							
3							
4							
5							
то	TAL GRANT	\$	\$				
							Total Persons
							To Be Served

#### Instructions

Please list your grant projects on the above chart. The maximum grant shall be \$300,000 in 2016-17.

#### 1. Grant Activity / Project

Please use the same title or description used in the narrative. Be sure to identify and list each activity to be funded, if more than one is proposed for funding.

#### 2. \$ Requested

List the amount of Challenge Grant requested for each activity or use separately and the total amount of the Challenge Grant requested.

#### 3. \$ Match Amount

List the amount of matching funds that will be submitted for invoicing purposes.

#### 4. Provider Name

Identify the specific entity, person, or agency to carry out each activity or use of the Challenge Grant Funding. If the lead agency will perform the activity directly, cite the name of the lead agency. If another entity will carry out the activity under contract with the lead agency, provide the legal name of that entity.

#### 5. Existing or New Service

Specify whether the activity or use to be funded will support an existing service or use, or whether the funded activity is a new service to fulfill an unmet need.

#### 6. Number of Homeless Persons Served

For each activity, identify the estimated number of homeless persons to be served.

# **Quality of Service**

Does your lead Agency provide direct services to clients? \_\_\_\_\_Yes \_\_\_\_No

1. Does the project(s) align with community goals? How?

2. Is the project(s) a new project? Describe how it is innovative.

3. Explain how your Lead Agency provides quality services to homeless persons in your community.

4. Describe all the funding sources (other grants, donations, etc.) that your lead Agency receives and utilizes for homeless activities.

5. Does your Lead Agency conduct an annual evaluation of services provided (other than HMIS)? If yes, please provide a copy of the most recent evaluation.

- 6. From HMIS/CAPER, what is the total number of persons served during July 1, 2015 June 30, 2016? **YOU MUST ATTACH HMIS REPORT FOR POINTS**
- 7. From the HMIS report (same time period as above), are any special populations served?
- 8. Fill out the chart below with desired program outcomes that will be evaluated at the end of the grant period. You must include three (3) outcomes.

Desired Outcome:	Project Activities to achieve this outcome:
1.	
2.	
3.	
0.	

I hereby attest that all information reported above is true and accurate, based upon the evidence and documentation attached hereto, and made a part of this certification.

Name of CoC \_\_\_\_\_

Name of Certifying Official \_\_\_\_\_

Signature of Certifying Official

Date Signed

Failure to provide an original signed certification for quality of service shall be cause for the application to ranked last on the quality of service preference criteria.

Failure to attach the documentation required for any of the items above shall be cause for that item to receive <u>Zero Points</u>. Please check to ensure that all required documentation is attached immediately following this certification in your application.

#### Scoring Criteria for Quality of Service – DO NOT FILL OUT

For questions with a maximum point value of one (1) or two (2) points, the full amount of points must be given if the answer is complete and clear. For questions with a maximum value of three (3) to five (5) points, the scoring criteria chart below will be used for guidance. The three (3) to five (5) point questions must be awarded a score between 0-maximum (3, 4, or 5).

Scoring Criteria					
Incomplete/No Response 0 Points	Acceptable Response 3 Points	Excellent Response 5 Points			
The response is missing, incomplete, or unclear.	The response is included and provides a description of the question asked. Sufficient details may be lacking.	The response is included and provides a clear, well- defined description and analysis of the question asked.			

# <u>Part I</u>

Did Provider submit Applicant Information Request (EXHIBIT 3)?

Yes \_\_\_\_\_ (1 Point) No \_\_\_\_\_

Did Provider submit Completeness Check (EXHIBIT 2)?

Yes \_\_\_\_\_ (1 Point) No \_\_\_\_\_

Was Completeness Check filled out completely?

Yes \_\_\_\_\_ (1 Point) No \_\_\_\_\_

Did the Applicant submit a Project Narrative (TAB 4)?

Yes \_\_\_\_\_ (1 point) No \_\_\_\_\_

Did the Applicant submit a CoC Plan (TAB 4)?

Yes \_\_\_\_\_ (1 point) No \_\_\_\_\_

Does the CoC Plan contain the projects submitted in the Project Narrative?

Yes \_\_\_\_\_ (2 points) No \_\_\_\_\_

Total Points Part I: \_\_\_\_/7

<u>Part II</u>

Quality of Service			
Question Number	Maximum Points	Points Awarded	
Question 1	5 points	Comments:	
Question 2	5 points	Comments:	
Question 3	5 points	Comments:	
Question 4	5 points	Comments:	
Question 5	5 points -3 points if evaluation is not included	Comments:	
Question 6	0-50 = 3 points 51-100 = 4 points 101+ = 5 points -5 points If HMIS report is not included	Comments:	
Question 7	If yes, 3 points 0 points if HMIS is not included	Comments:	
Question 8 – Do the desired outcomes directly correlate to the projects to be completed?	If yes, 5 points for each outcome (15 total points)	Comments:	

Total Points Part II: \_\_\_\_/48

# <u>Part III</u>

Did the Applicant submit a Project Narrative (TAB 4)?

Yes \_\_\_\_\_ (1 point) No \_\_\_\_\_

Did the Applicant submit a CoC Plan (TAB 4)?

Yes \_\_\_\_\_ (1 point) No \_\_\_\_\_

Does the CoC Plan contain the projects submitted in the Project Narrative?

Yes \_\_\_\_\_ (2 points)

**Project Narrative** Question Number Maximum Points Points Awarded Does the Project Narrative 5 points Comments: clearly outline project goals? Do the projects in the 5 points Comments: Narrative state that they can be completed in 10 months (or ongoing activities)? Does the Narrative focus on 5 points Comments: assisting homeless persons? Does the plan implement a 3 points Comments: coordinated assessment or central intake system to screen, assess, and refer persons seeking assistance to the appropriate service provider, as required by section 420.622(4), Florida Statutes?

No \_\_\_\_\_

Total Points Part III: \_\_\_\_/22

Total Points: \_\_\_\_\_

77 Max Points

# LEVERAGED FUNDING

A. McKinney-Vento Homeless Assistance Act Grants List each grant award claimed separately under the McKinney-Vento Program.

	<u>Program</u>	Grant Amount	Grant Award # /Reference	Please indicate (and state the reason) if Provider is not eligible to receive the funding
1.	Homeless Veterans Reintegration	\$		
2.	Health Care for the Homeless	\$		
3.	PATH	\$		
4.	Education for Homeless Children	\$	<u> </u>	
5.	Emergency Solutions Grant	\$		
6.	Section 8 Moderate Rehab., SRO	\$		
7.	Emergency Food & Shelter	\$		
8.	Shelter Plus Care	\$		
9. 10.	Supportive Housing Program HUD – VASH	\$		
	Our and the Oran is a fam	\$		
11.	Supportive Services for Veterans (SSFV)	\$		
	TOTAL GRANTS	\$		

B. Private Cash for Services to Homeless Persons List each agency separately, and the total private cash received by that agency.

Participating Continuum Agency

Cash <u>Received</u>

- 1 \_\_\_\_\_ \$ \_\_\_\_
- 3 \_\_\_\_\_ \$ \_\_\_\_
- 4 \_\_\_\_\_ \$ \_\_\_\_

# Total Private Cash \$ \_\_\_\_\_

- A. McKinney Act Grants \$
- B. Private Cash \$

#### Total Leverage Claimed \$

# Lead Agency Certification:

I hereby attest that the above sources of grant and private cash claimed as leverage for this Challenge Grant application, is true and accurate, and that the lead agency has documented the receipt of the grant award(s) and private money leveraged by their CoC.

Name of Lead Agency:			
Name of Certifying Officia	l:		
Title/Position:			
	icial:		
Date Signed:			
Leverage Ratio Calculations:			
1	÷	_=\$	/1000 population
Total McKinney Act Grant ÷ Population of Catchment Area = Ratio Leverage Claimed from EXHIBIT 9			
Divide the total McKinney Act Grant leverage claimed by the total population of the catchment area (rounded to the nearest 1000 population), to calculate the McKinney Act grant leverage ratio expressed in dollars and cents per every 1000 population of the catchment area.			
2	÷	_= \$	/1000 population
Total Private Cash Leverage Claimed	<ul> <li>Population of Catchment Area from Exhibit 9</li> </ul>		= Ratio
Divide the total Private Cash leverage claimed by the population of the			

catchment area (rounded to the nearest 1000 persons) to calculate the Private Cash leverage ratio expressed in dollar and cents per every 1000 persons in the catchment area.

#### NOTES:

- 1. To be eligible to be claimed as leveraged funding the grant award must have been executed, or the private money received, between the dates of July 1, 2015 and June 30, 2016.
- 2. If more than one grant award was received for a specific McKinney Act grant, use more than one line, reflecting each grant award separately, specifying the McKinney Act Program for each line used.

#### FAILURE TO PROVIDE AN ORIGINAL SIGNED CERTIFICATION ON LEVERAGE IN THE GRANT APPLICATION SHALL BE CAUSE FOR THE APPLICATION TO BE RANKED LAST BY THE REVIEW TEAM ON THE LEVERAGE STATUTORY PREFERENCE CRITERIA.

# **Certification of Estimated Need Per Catchment Area Population**

1. Enter the total homeless population from your most recent PIT count in the table below. This shall be the Total Homeless Population for individuals and persons in families with children, and shall include both sheltered and unsheltered.

Year	Form	Total Homeless Population (Persons)
2014 – 2015 2016	DOE Homeless Count Point-in-Time Summary	
<ol> <li>Total Homeless Population (add number from both forms above)</li> </ol>		

3. Divide the Total Homeless Population (#2 above), by the population of the continuum's catchment area as reflected in EXHIBIT 9, to calculate the ratio of your homeless population per 1000 persons in your area.

Total Homeless	•	2010 Population of Your	=	Ratio of homeless per 1,000
Population (#2)	•	Catchment Area, Exhibit 9		Persons in Catchment Area

#### Lead Agency Certification:

I hereby attest and certify that the above data is true and accurate; that the above data on estimated needs is based upon a homeless population chart which uses data that (1) represents the housing need for homeless persons in the catchment area on any given night; (2) is true and accurate for the continuum's catchment area; and (3) is derived in accordance with the federal grant instructions.

Name of Lead Agency:

Name of Lead Agency Certifying Official:

Signature of Certifying Official:

Date Signed:

FAILURE TO PROVIDE AN ORIGINAL SIGNED CERTIFICATION IN THE APPLICATION SHALL BE CAUSE FOR THE APPLICATION TO BE RANKED LAST ON THE NEED PREFERENCE CRITERIA.

Attach your most recent HUD Homeless Point-In-Time Summary and the narrative/chart describing the methods used to estimate this need.

# Population Per Continuum of Care

The following data shall be used in this application for calculating the leverage ratio and the homeless need ratio. The data reflects the population of the respective CoC areas, rounded to the nearest one thousand persons.

Continuum of Care	Population (in thousands)
North Central Florida	408
Northwest Florida	294
Brevard	543
Broward	1,748
Charlotte	160
Mid-Florida	704
Suwannee Valley	133
Collier	322
Highlands	253
Jacksonville	1,128
Esca Rosa	449
Hillsborough	1,229
Treasure Coast	562
Lee	619
Big Bend	429
Sarasota/Manatee	702
Marion	331
Miami-Dade	2,496
Southernmost	73
Okaloosa/Walton	236
Central Florida	1,837
Palm Beach	1,320
Pasco	465
Pinellas	917
Polk City of Laboland	505
City of Lakeland	97
St. Johns	190
Volusia/Flagler	590

Source: 2010 Census Counts, Florida Census State Data Center

## EXHIBIT 10

## Homeless Students Reported in Florida Public Schools by Florida County

		Homeless Students					
District #	District Name	A Shelters	B Doubled-up	D Unsheltered	E Hotels/Motels	F AFCP	Total
1	ALACHUA	119	484	21	49	12	685
2	BAKER	0	91	<11	<11	0	93
3	BAY	47	1,152	28	162	48	1,437
4	BRADFORD	<11	220	<11	28	<11	255
5	BREVARD	131	1,425	44	226	19	1,845
6	BROWARD	481	1,425	59	267	38	2,270
7	CALHOUN	0	72	<11	0	<11	76
8	CHARLOTTE	58	376	12	55	<11	508
9	CITRUS	57	226	25	16	17	341
10	CLAY	82	895	16	105	<11	1,102
11	COLLIER	90	551	<11	56	75	779
12	COLUMBIA	64	447	16	52	<11	588
13	DADE	1,086	2,571	162	212	0	4,031
14	DESOTO	0	316	44	<11	<11	368
15	DIXIE	0	59	0	<11	0	62
16	DUVAL	352	1,536	19	166	93	2,166
17	ESCAMBIA	152	1,621	<11	155	0	1,938
18	FLAGLER	23	513	24	52	<11	616
19	FRANKLIN	<11	194	25	<11	0	225
20	GADSDEN	27	468	<11	19	<11	530
21	GILCHRIST	<11	<11	<11	<11	0	<11
22	GLADES	<11	56	<11	0	0	61
23	GULF	<11	13	0	0	0	15
24	HAMILTON	<11	215	0	34	<11	251
25	HARDEE	<11	189	0	<11	0	200
26	HENDRY	18	281	<11	<11	<11	309
27	HERNANDO	52	408	19	26	<11	510
28	HIGHLANDS	<11	425	11	<11	<11	461
29	HILLSBOROUGH	420	2,901	99	383	<11	3,811
30	HOLMES	0	96	<11	<11	<11	104
31	INDIAN RIVER	122	210	<11	28	<11	366
32	JACKSON	<11	121	13	<11	0	143
33	JEFFERSON	0	<11	0	0	0	<11
34	LAFAYETTE	0	104	104	0	0	208
35	LAKE	62	2,047	24	208	75	2,416
36	LEE	262	742	33	183	36	1,256
37	LEON	193	539	<11	47	<11	797
38	LEVY	23	185	<11	<11	<11	216
39	LIBERTY	0	50	0	0	0	50

District #	District Name	Homeless Students						
		A Shelters	B Doubled-up	D Unsheltered	E Hotels/Motels	F AFCP	Total	
40	MADISON	0	177	65	<11	<11	244	
41	MANATEE	98	1,494	37	203	33	1,865	
42	MARION	244	2,112	38	274	17	2,685	
43	MARTIN	123	34	<11	21	0	179	
44	MONROE	119	301	19	13	<11	456	
45	NASSAU	25	407	36	16	0	484	
46	OKALOOSA	73	362	11	38	<11	487	
47	OKEECHOBEE	0	465	<11	0	0	468	
48	ORANGE	414	4,741	64	1,542	39	6,800	
49	OSCEOLA	86	3,414	117	1,027	28	4,672	
50	PALM BEACH	352	2,492	113	275	518	3,750	
51	PASCO	264	1,588	59	208	71	2,190	
52	PINELLAS	631	2,547	45	481	60	3,764	
53	POLK	351	2,586	179	409	<11	3,531	
53D	LAKE WALES	<11	207	25	19	0	259	
54	PUTNAM	71	562	26	15	0	674	
55	ST. JOHNS	114	589	16	90	0	809	
56	ST. LUCIE	65	505	23	60	<11	663	
57	SANTA ROSA	33	1,567	14	36	46	1,696	
58	SARASOTA	116	599	<11	133	29	885	
59	SEMINOLE	136	1,417	29	401	11	1,994	
60	SUMTER	22	122	<11	<11	0	153	
61	SUWANNEE	61	266	16	11	0	354	
62	TAYLOR	<11	72	12	<11	0	94	
63	UNION	0	121	0	0	0	121	
64	VOLUSIA	180	1,791	38	304	<11	2,322	
65	WAKULLA	0	37	<11	0	0	40	
66	WALTON	<11	259	<11	13	11	294	
67	WASHINGTON	<11	172	<11	<11	<11	190	
68	DEAF/BLIND	<11	17	<11	<11	0	20	
69	WASH SPECIAL	0	0	0	0	0	0	
71	FL VIRTUAL	<11	29	<11	24	0	61	
72	FAU LAB SCH	<11	<11	0	<11	0	<11	
73	FSU LAB SCH	0	<11	0	0	0	<11	
74	FAMU LAB SCH	0	<11	0	0	0	<11	
75	UF LAB SCH	0	0	0	0	0	0	
	STATE TOTAL	7,555	54,299	1,873	8,210	1,385	73,322	

\*Orange data submitted after reporting deadline indicated 4,040 homeless students.

N/A: Not Applicable – Lake Wales Charter Schools System was established in the 2011-2013 school year.

Note: <11 means that fewer than eleven students were identified; counts of one to ten students are identified as <11.

Source: 2008-2014 Survey 5 Student Demographic Format and Federal State Indicator Format, Florida Department of Education

EXHIBIT 11

Attachment \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

# CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 an 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 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 section 1352, Title 31, U.S. Code. 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.

Signature:	Date:
Application or Contract ID Number:	
Name of Authorized Individual Application or Contractor:	
Address of Organization:	

#### EXHIBIT 12

## Quarterly Status Report

# \*\*\*SUBJECT TO CHANGES by the Office on Homelessness to capture performance measures\*\*\*

2016 CHALLENGE GRANT QUARTERLY REPORT	Grant #			
LEAD AGENCY:				
REPORT PERIOD: Quarter ending:_				
Provide a copy of this report to <u>B</u> Homelessness.	<u>OTH</u> your DCF Contract	Manager and to the Off	ïce on	
1. Financial				
Provide a line item review of activity or use contained in year	6	0	rantees for each	
Total Grant Award to Lead Agency:				
Total Grant Received by Lead Agency (grant draws from the Department by the Lead A				
Total Grant disbursed to Sub-grantees Lead Agency:	-			
List each grant activity/use From Exhibit F of the Challenge Grant application	Original Amount Awarded Sub-grantee YTD	Grant amount Received by the Sub-Grantee	Grant Balance Due to the Sub-Grantee	
2				
3				
4				

#### 2. Progress on Completion of the Grant Activity(s)

**a.** For each funded activity, complete the below table showing a comparison of work accomplished to date versus planned timeframes for completion of the activity as outlined in your application.

Activity/Use from Exhibit F	Timeframe for completion according to the grant application	Actual date of completion
	to and grant afferences	

**b.** Provide <u>detailed explanations</u> for any delays in carrying out a grant activity, reasons for any delays, and steps being taken to assure completion of the activity or use by **June 30, 2017**.

c. Should any activity be identified as facing the likelihood of **NOT BEING COMPLETED BY JUNE 30**, **2017**, <u>list the activity, explain the reason the activity will not be completed</u>, and <u>describe corrective</u> actions being taken (e.g. amendment to reduce grant award, return of funds, identification of other uses that could be completed by June 30, 2017 etc.).

#### **Performance Outcomes**

The Lead Agency shall provide a thorough evaluation of the effectiveness of the Challenge Grant in achieving the stated purpose set forth by the Lead Agency in its application for funding. The Lead Agency shall document progress toward achieving the performance measures outlined in their application. In addition, the Lead Agency shall document and report on the number of individuals served by each funded activity. Provide aggregate totals *only*.

Activity	Type of Service Provided	Number of Individuals Served for the Quarter	Number of Individuals Served during Grant Period (to date)	Describe Population Served (e.g. Adults, Families, Children, Youth, Veterans, general population, etc.)

# \*\*\*SUBJECT TO CHANGES by the Office on Homelessness to capture performance measures\*\*\*

### **CERTIFICATION OF ACCURACY**

The above information is true and accurate, based upon documentation available for inspection at the offices of the Lead Agency, as of the date executed below.

## LEAD AGENCY CONTACT:

Print Name

Signature

DATE:

#### EXHIBIT 13 ATTACHMENT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

## AUDITS

## PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

### PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In

assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

### PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, <u>directly</u> to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General Single Audit Unit Building 5, Room 237 1317 Winewood Boulevard Tallahassee, FL 32399-0700

Email address: single.audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

### http://harvester.census.gov/fac/collect/ddeindex.html

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450 Email address: flaudgen\_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

#### PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

#### **EXHIBIT 14**

## **Sample Lien Document**

Note to clerk of the circuit court: The intangible personal property evidenced by this instrument is owned by the State of Florida or a political subdivision or agency of the State of Florida and pursuant to Section 199.183, Florida Statutes, is exempt from the nonrecurring intangible personal property tax imposed by Chapter 199 Florida Statutes

# MORTGAGE LIEN AND SECURITY AGREEMENT

In consideration of a Challenge Grant (the "Grant"), by the State of Florida Department of Children and Family Services (the "Department") to Mid Florida Homeless Coalition, Inc. (the "Grantee") in the amount of \_\_\_\_\_\_, as provided for in the Challenge Grant Agreement (the "Grant Agreement") between the Department and the Grantee for Grant Number proceeds of which have be sub-granted by the Grantee the to \_ (the "Sub-Grantee") for the purchase of the following described property, the Sub-Grantee, and any of the other undersigned having any interest in the hereinafter described and defined Property, hereby mortgage and grant a lien to the Department, whose mailing address is 1317 Winewood Blvd., Tallahassee, Florida 32399, on all of his, hers, its, or their rights, title and interests in and to the land and real property located in County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof (said land and real property and the other matters referred to in the next phrase being hereinafter collectively referred to as the "Property"), together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; tenements and hereditaments; easements; appurtenances; and all other rights, royalties, and profits, including without limitation all mineral, oil, gas, and similar matters (subject and subordinate, however, to the lien of the prior mortgage in favor of

		, recorded in O.R. Book,
beginning at Page _	in the Public Records of	County, Florida).

The Sub-Grantee and any of the undersigned having any interest therein also hereby grant to the Department a security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679, F.S., in all fixtures; plumbing, heating, air conditioning and other equipment; building materials, appliances, and floor and window coverings, located on and/or used in connection with the Property. This instrument is given to secure (a) the payment and performance of all obligations of the Grantee under the Grant Agreement, (b) the payment and performance of all obligations of the Sub-Grantee under any agreement governing the sub-grant, (c) the Department's Interest (as hereafter defined) in the Property, and (d) the payment and performance of all obligations hereunder. The "Department's Interest" shall be or deemed to be an amount equal to the amount of the Grant proceeds that have been disbursed to the Grantee from time to time, plus all other cost, fees, and expenses owed by the Grantee, or for which the Grantee and Sub-Grantee are liable, under this instrument and the Grant Agreement.

The Department's Interest shall be, or at the time that it is to be determined shall be deemed to have been, proportionately reduced and subsequently vacated over a 5 year period (the "**Term**") of amortization unless the lien of this mortgage is satisfied before that time or if before that time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below. The Term shall commence on the date of the execution of this instrument and end on the date that is 5 years from the date of the Sub-Grantee's purchase of the Property, as evidenced by the date the deed to the Sub-Grantee for the Property is recorded in the Public Records of the county in which the Property is located

As a condition of receipt of state funding for this purchase the undersigned agree that (a) if the Property is disposed of before the Department's Interest is vacated or (b) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, an amount calculated as set forth in <u>section 10</u> below shall be immediately due and payable by the Sub-Grantee to the Grantee and by the Grantee to the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument. If the Sub-Grantee fails to pay all such sums to the Grantee and/or if the Grantee fails to pay all such sums to the Department, immediately upon any disposition of the Property or otherwise when due, from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.

Sub-Grantee further agrees:

1. To keep the Property insured by such insurers, against such perils, in such forms (including without limitation forms that include loss payable provisions acceptable to and in favor of the Department and naming the Department as an additional insured), with such provisions requiring the insurer to give the Department at least 30 days prior written notice of any changes in the policy or coverage or any intent to cancel or not renew the policy, and for such amounts, as the Department may from time to time approve, determine, and advise Grantee of and shall furnish to the Department evidence thereof that is satisfactory to the Department.

2. To pay all taxes, assessments, and other costs and charges that may become a lien on the Property and all documentary stamp or other excise taxes due in connection with the execution and delivery of this instrument as they become due (and in all events prior to delinquency), and furnish to the Department evidence thereof that is satisfactory to the Department.

3. To comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Property, including without limitation all environmental laws, ordinances, rules, and regulations; and to obtain, keep, and maintain all permits and licenses necessary for the construction, renovation, repair, and operation of the Property and the business to be conducted on the Property for the purposes for which the Grant has been made. Also to comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Grant.

4. To pay all persons or firms performing any work or supplying any materials for the construction and/or renovation of improvements on or the maintenance or repair of the Property and all other persons and firms who may have construction lien or other statutory lien rights for the performance of work or services relating to the Property as and when all sums therefor are due and payable.

5. To pay and perform all obligations under any other prior or superior mortgages, liens, or encumbrances as they become due (and in all events prior to delinquency), not to create, suffer, or permit any subsequent liens or mortgages on the Property without the Department's prior written consent, to keep the Property free and clear of all other liens and encumbrances, including without limitation all construction liens and other statutory liens for the performance of work or services relating to the Property.

6. To keep the Property free and clear of all pollutants, hazardous materials, and waste, including without limitation petroleum products, with the exception of legally permitted and properly stored materials in reasonable amounts customarily used in the construction, renovation, use, and operation of similar property.

7. To maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

8. During the term of this instrument, not to sell, transfer, mortgage, or assign its interest in the Property or in the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, unless the Department, in its sole discretion, whether reasonable or not, approves the sale, transfer, mortgage, or assignment.

9. To continue the operation, maintenance, repair, and administration of the Property in accordance with the purposes for which the funds of the Grant were originally appropriated and the terms of the Grant Agreement, and for the length of the Term.

Sub-Grantee and Grantee further agree:

10. (a) If Sub-Grantee fails to comply with Section 9 above, or (b) if the Property is disposed of before the Department's Interest is vacated, or (c) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of section 18 below, the Sub-Grantee shall pay to the Grantee and Grantee shall pay to the Department, no later than upon demand by the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument, an amount equal to the Department's Interest, as adjusted by amortization.

11. If the Sub-Grantee fails to pay all such sums when due to the Grantee, and/or if the Grantee fails to pay all such sums when due to the Department, then from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee, on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the

Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.

12. The Sub-Grantee shall indemnify, defend, and hold the Grantee and the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of or relating to the Property or the use of the Grant money.

13. Sub-Grantee shall return to Grantee and Grantee shall return to the Department any portion of the Grant money received that is not necessary for the cost of the purchase for which the Grant was awarded.

14. At all times in which Grant money is being disbursed and until such time as the Grant money is fully and properly spent according to the Grant Agreement and any agreement governing the sub-grant, the

Sub-Grantee and the Grantee shall each obtain a blanket fidelity bond, in the amount of the Grant, issued by a company authorized and licensed to do business in this state and approved by the Department, which will reimburse the Department in the event that anyone handling the Grant moneys either misappropriates or absconds with the Grant moneys, and in form requiring the surety to give the Department at least 30 days prior written notice of any intent to cancel or not renew the bond. All employees handling the Grant moneys must be covered by the bond.

15. If any obligation hereunder, under the Grant Agreement, or under any agreement governing the sub-grant is not timely paid or performed, or in the event of any beach of any warranty hereunder, under the Grant Agreement, or under any agreement governing the sub-grant, in addition to all other remedies, the Department may, but is not obligated to, pay or perform the obligation and cure the breach and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee and/or Grantee to the Department upon demand by the Department.

16. If any action or proceeding is commenced that in the opinion of the Department would materially affect the Department's interest in the Property, the Department may, but is not obligated to, take any actions the Department deems appropriate to protect its interest in the Property and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee to Grantee and by Grantee to the Department upon demand by the Department.

17. Sub-Grantee and Grantee warrant that (a) it is a Florida corporation not-for-profit organized and existing under the Florida Not For Profit Corporation Act and exempt from taxation under Section 501(C)(3) of the United States Internal Revenue Code of 1987, (b) all persons or firms having any ownership interest in the Property have joined in the execution and delivery of this instrument and have good and marketable fee simple title to the Property free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, (c) ) each of the undersigned executing this instrument on its behalf has the full right, power, and authority to execute and deliver this instrument to the Department and this instrument has been validly executed by each of them, (d) this instrument constitutes a valid lien and encumbrance on the good and marketable fee simple title to the Property and the good and marketable title to the property encumbered by the security interest under the Florida Uniform Commercial Code-Secured Transactions granted by this instrument, free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, and (e) with the exception of such matters they will defend the title to the Property and such other property and the priority of the lien of this instrument thereon against the claims of all other persons or firms.

18. Upon (**a**) the failure of any obligation under this instrument, the Grant Agreement, or any agreement governing the sub-grant, to be timely paid and performed and/or the breach by the Grantee and/or Sub-Grantee of any term or condition under this instrument, the Grant Agreement, or any agreement governing the sub-grant; (**b**) the death or dissolution of any of the undersigned;

(c) the insolvency of any of the undersigned, the appointment of a receiver for any part of the property of any of the undersigned, any assignment by or on behalf of any of the undersigned for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any of the undersigned; or (d) any attempt by any governmental agency or entity, any other person or entity that has the power to exercise the power of eminent domain, or any creditor, to attach, levy upon, garnish, or take the Property or any portion or proceeds thereof, the Department may, at its option, declare a default

hereunder, declare all sums and obligations hereunder, with interest thereon as hereafter provided, to be immediately due and payable, and exercise any all remedies therefor available at law, in equity, or under this instrument. From and after the date that the Department declares any such default hereunder all sums due hereunder shall bear interest at the highest rate permitted by law. A default under this instrument, the Grant Agreement, or any agreement governing the sub-grant shall be a default under each and all such instruments.

19. Without limitation, such remedies include (a) regardless of whether or not the apparent value of the Property exceeds the amount of the obligations secured hereby by a substantial amount, the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect, preserve, operate and collect any rents from the Property preceding foreclosure or sale, and to apply the proceeds over and above the cost of the receivership, to the obligations secured hereby (the receiver may serve without bond if permitted by law), (b) judicial foreclosure of the interests of the undersigned, and (c) to the fullest extent permitted by law the right to obtain a judgment for any deficiency remaining in the sums secured hereby after the application of all amounts received by the Department from the exercise of any of the rights provided in this section 19, the foregoing section 18, and the following Section 20.

**20.** Without limiting the generality of any the foregoing, with respect to the security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679 F.S. granted by this instrument, the Department shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code-Secured Transactions.

21. All of the Department's remedies hereunder are cumulative and may be exercised alone, together, or in any combination thereof.

22. Immediately upon demand by the Grantee the Sub-Grantee shall pay to the Grantee, and immediately upon demand by the Department, the Grantee shall pay to the Department all costs of collection of the obligations and sums set forth herein after referral to a collection agency or attorney, including without limitation an attorney that is a salaried employee of the Grantee or the Department, and also including without limitation reasonable attorneys' fees at trial, on appeal, and in any insolvency proceedings, including without limitation the costs of an attorney that is a salaried employee of the Grantee or the Department in exercising its remedies hereunder. All such costs shall bear interest at the highest rate permitted by law and all such costs and interest thereon are part of the sums secured hereby.

23. The Grantee and Sub-Grantee are jointly and severally personally liable for and obligated to pay and perform, or caused to paid and performed, and shall pay and perform, or caused to paid and performed, when due, whether by acceleration or otherwise, all obligations and sums provided for under this instrument. Any other persons or entities who sign this instrument are doing so solely to, and do hereby, encumber, subject, and subordinate his, her, or its interest in the Property, whether as an owner of the real property encumbered by this instrument subject to, and as a lessor under, a lease in favor of the Sub-Grantee, by marital or homestead rights or otherwise, to the lien of this instrument and are not personally liable for or obligated to pay or perform any obligations and sums provided for under this instrument. All persons or entities, other than the Grantee and the Sub-Grantee, who sign this instrument, whether personally liable hereunder or not, agree that

to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee and/or Sub-Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the

lien or priority of the lien of this instrument on the Property. Sub-Grantee agrees that to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of the Grant without affecting or impairing the personal liability of the Sub-Grantee for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

24. This instrument contains the entire agreements of the parties with respect to the matters covered hereby and may be modified or amended only by an instrument signed by whoever will be bound or obligated by the modification or amendment. No rights of the Department hereunder shall be construed to have been waived unless waived in writing by an instrument signed by the Department and any such written waiver shall not apply to any other right of the Department hereunder or any future exercise of any such rights waived in the written instrument unless so expressly stated in the written instrument signed by the Department.

25. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

26. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument

27. Without the written consent of the Department recorded in the Public Records in the County in which this instrument is recorded, there shall be no merger of the interest or estate created by this instrument and any other interest or estate in the Property at any time held by the Department in any capacity.

28. This instrument shall inure to the benefit of and be binding upon the parties, their respective heirs, personal representatives, successors, and permissible successors in title and assigns, and in the event that any one or more of them hereafter become the owner of the Property the Department may, without notice to or consent by any of the undersigned, deal with any such owner or owners by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

29. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

30. Time is of the essence in the payment and performance of the obligations under this instrument.

By the acceptance of this instrument the Department agrees that it shall execute a satisfaction of this instrument in recordable form upon full compliance by the Grantee and Sub-Grantee with the all of the terms of this instrument.

All parties to this instrument hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

# SIGNATURE PAGE TO THE MORTGAGE LIEN AND SECURITY AGREEMENT FROM THE UNDERSIGNED TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Witness		
Witness printed name		By:
Witness	Title:	Printed Name
		Address:
Witness printed name		
Witness		
Witness printed name		By:
		Printed Name
Witness	Title:	Address:
Witness printed name		
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was day of, 20		rn to, and acknowledged before me the
	of and for and be	half of
	(Grantee)	. He or she is personally known to me or as identification.

(Seal)

Notary Public, State of Florida

Printed Name My commission expires:

## STATE OF FLORIDA COUNTY OF \_\_\_\_\_

	The foregoing instrume	ent was su	lbscribe	d, sworn t	o, and ad	cknowledge	d before	me
the	day	of	f	<u> </u>	,	20	-	by
the		of	and	for	, and	behalf	of	-
				(Sub-Gra	antee). H	le or she is	s persona	ally
	n to me or has produce	ed						as

(Seal)

Notary Public, State of Florida

Printed Name My commission expires: