



CITY OF FORT LAUDERDALE

FY 2018-2019

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

**COMMUNITY BASED DEVELOPMENT ORGANIZATIONS (CBDO's) APPLICATION**

All applicants for the City of Fort Lauderdale's Housing and Community Development (HCD) 2018 – 2019 CDBG Each agency submitting an application must adhere to the following, in order for their application to be accepted. **Failure to meet the submittal requirements will be considered a “fatal flaw” and your proposal will not be considered for funding.**

1. Each agency must submit **one (1) original signed in blue ink, nine (9) electronic (flash drives) and three (3) copies** of the application package. Each hard copy *must* be placed in a *binder* and each question / section of the application must be labeled and separated by a divider. All proposals should be presented on double sided paper.
2. The electronic application must be flash drive. 2 PDF Files: 1) Agency's CDBG Application, and 2) Attachment A. Each attachment should be properly labeled and scanned in sequential order as one file named Attachment A. The original application package *must* be signed in blue by the appropriate agency official.
3. Attach the completed Attachment and Supplemental Questions with the original application packet that is signed in blue ink.
4. Each application package must include a copy of the agency's Corporate status from Sunbiz.org (*the corporate status must show “Active”*).
5. The EIN and DUN's #'s must match the organization submitting the request for funding.
6. An agency official who can make decisions on behalf of the agency must attend the Community Services Board (CSB) presentation and recommendation meeting to discuss their project and answer any questions that may arise.
7. An agency official who can make decisions on behalf of the agency must attend the City Commission meeting(s) to discuss their project and answer any questions that may arise.

**DATES TO REMEMBER** (*dates are subject to change*)



- **CBDO Application Deadline** (Thursday February 15, 2018 by 3:00pm) – Application packages must be submitted to Housing & Community Development at 914 Sistrunk Blvd 1<sup>st</sup> Floor, Fort Lauderdale.
- **Oral Presentation** - (Monday, April 9, 2018 at 4:00 pm) – All presentations will take place at City Hall in accordance to the time slot given to each agency. City Hall is located at 100 N. Andrews Ave, Fort Lauderdale. Additional dates and times could be added, please discuss with the Housing & Community Development Division for more details.
- **CSB Recommendation Meeting** – *Time and location to be determined and announced.*
- **City Commission Review and Recommendations (May 2018)** – The City Commission will review all recommendations at City Hall during the City Commission Conference Meeting.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)

APPLICANT INFORMATION

- Organization/Agency Name: Mount Bethel Human Services Corporation
- CDBG Funding Requested: \$ 85,000.00
- Number of Clients To Be Served: 40 families/ 125 clients
- HUD National Objective: Area Benefit Activities Low and Moderate Income Persons
- Address Where Activity Will Be Administered: 1100 W. Sunrise Blvd. Fort Lauderdale, FL 33311
- Primary Contact Person: Dr. Rosby Glover
- Title: Executive Director
- Agency Street Address: 1100 W. Sunrise Blvd.
- City, State, Zip Code: Fort Lauderdale, FL 33311
- Area Code & Telephone #: (954) 763-5010 Fax #: (954) 440-2047
- E-mail Address: rglover@mtbbc.org
- Printed Name of Authorized Official Signing: Rosby Glover
- Title of Authorized Official Signing: Executive Director
- Employer Identification Number (EIN): 65-0412414
- Dunn & Bradstreet (DUNS) Number\*: 926-287608

\* All recipients who are awarded federal funding must have a DUNS Number. To request a DUNS Number, access: <http://mycredit.dnb.com/establish-your-business/>

Registered with System for Award Management (SAM)\*\* Yes ☒ No ☐



\*\* All recipients who are awarded federal funding must maintain an "Active" status on the SAM website prior to receiving a grant and payment during the project. Once a DUNS Number has been obtained you can register with SAM at <https://www.sam.gov/portal/public/SAM/#1>

\*PLEASE NOTE: CDBG funds cannot be used to purchase equipment, machinery, software or vehicles.



**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)**

**ELIGIBILITY DOCUMENTS CHECKLIST**

The information requested throughout this document must accompany the application. For required labeling purposes, please use the checklist item identifier to the left of the page (e.g. A1). The following items must be provided. ***Agencies that do not provide the required documents, appropriately labeled and instructed, will not be considered for funding.***

- A1 – IRS Letter confirming the Organization's tax exempt status (non-profit or for-profit)
- A2 – Verification registered and "Active" with System for Award Management (SAM)
- A3 – Signed W9 form
- A4 – Occupational License *(if required by the City, County, State or Federal Government)*
- A5 – Articles of Incorporation: MUST specify purpose of agency that complies with requirements, along with the specific service area if not specified in By-Laws
- A6 – By-Laws: MUST specify purpose of agency that complies with requirements, along with the specific service area if not specified in Articles of Incorporation
- A7 – Proof of zoning from the municipality *(to ensure your project is zoned for its location)*
- A8 – Board of Director Resolution on agency lettered authorizing the submission of the CDBG application for specific CBDO purpose
- A9 – Proof of address from where agency will administer the program (e.g. deed, lease, etc.)
- A10 – A list of the agency's Board of Directors and residence address of each
- A11 – Organizational Chart
- A12 – Resumes of key staff involved in the administration of the CDBG grant if awarded
- A13 – If first time CBDO, Audited Financial Statements for the past 2 years *(if applicable for your agency)*. If not applicable, an explanation is required.
- A14 – Evidence of official funding commitment (funding sources, subsidy layers, etc.) verifying sufficient funds to carry out project (including *current bank / investment statement*)



**A15** – A copy of the most recent agency audit / monitoring report (*if applicable*). If not applicable, an explanation is required.

**A16** – Conflict of Interest Statements: At the beginning before any program activity, please have all management and staff associated with the CDBG program, provide on agency letterhead a signed and dated statement affirming if conflict does or does not exist. At any point during the fiscal year for as many conflicts that arise, we require additional statements will be required. Compliance with HUD's Conflict of Interest Integrity Bulletin CPD is mandatory,

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)  
QUALIFICATIONS**

Each agency must acknowledge compliance with all the following items from A17 to A24. Item A25 is only required if applicable<sup>5</sup> by signing where indicated below, and provide documentation to substantiate each item. Each must be labeled appropriately according to each checklist item identifier to the left of the page. ***Agencies that do not provide the required documents, as labeled and instructed, will not be considered for funding.***

**A17** – Organization is organized under state or local law to engage in community development activities (*which may include housing and economic development activities*) primarily in a specific geographic area (i.e. the service area) within the jurisdiction of the City of Fort Lauderdale as verified by Florida Division of Corporations.

**A18** – Organization has as its primary purpose the improvement of the physical, social, economic environment of its geographic area of operation (i.e. the service area) by addressing one or more critical problems of the area, with particular attention to the needs of LMI persons as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

**A19** – Organization can be either non-profit or for-profit, provided any monetary profits to its shareholders or members are incidental to its operations as stated in your corporate documents such as the By-Laws or Articles of Incorporation.



- 20 – Organizations must maintain at least 51% of its governing body membership for: low- and moderate-income residents of its geographic area of operation (i.e. the service area) – NOTE: If the income level of any Board Members need to be verify, contact HCD for the HUD forms and requirements; or owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation (i.e. the service area); or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation (i.e. the service area). Include a chart that identifies each board member's eligibility as stated in your corporate documents such as the By-Laws or Articles of Incorporation.
- A21 – Organization is not an agency or instrumentality of the City of Fort Lauderdale, and does not permit more than one-third of the membership of its governing body to be appointed by, or consist of, elected or other appointed public officials, or employees or officials of an ineligible entity (even though such persons may be otherwise qualified) as stated in your corporate documents such as the By-Laws or Articles of Incorporation.
- A22 – Except as otherwise authorized, the members of the Organization's governing body must be nominated and approved by the general membership of the organization, or by its permanent governing body as stated in your corporate documents such as the By-Laws or Articles of Incorporation.
- A23 – Organization not subject to requirements under which its assets revert to City of Fort Lauderdale upon dissolution as stated in your corporate documents such as the By-Laws or Articles of Incorporation.
- A24 – Organization is free to contract for goods and services from vendors of its own choosing as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

**IF UNABLE TO MEET REQUIREMENTS A17 TO A24 ABOVE, THE FOLLOWING IS  
THE REQUIREMENT FOR CONTINGENCY QUALIFICATION**

- A25 – Contingency Qualification. CBDO that does not meet the criteria in the "Qualifications" section may qualify as an eligible entity under this section if it meets one of the following requirements:
- i. Organization is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or
  - ii. Organization is a SBA approved Section 501 State Development Company or Section 502 Local Development Company, or a SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or



- iii. Organization is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood in the Service Area stated in the By-Laws and/or Articles of Incorporation, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

Signature: \_\_\_\_\_



### ELIGIBLE CBDO ACTIVITIES:

Applicants are required to select an activity / category below that your project intends to provide. In the space below, provide any information that you believe will promote your project. Your project must satisfy the requirements listed in Section #8 below:

- ☒ A Neighborhood Revitalization Strategy Area (NRSA) program must include activities of sufficient size and scope to have an impact on the decline of a geographic location The (Service Area) within the jurisdiction's NRSA.
- ☐ A Community Economic Development project must include activities that increase economic opportunity, principally for persons of low and moderate income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1 (a)(1)(iii)
- ☐ An Energy Conservation project must include activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction

Funds will provide low-income Fort Lauderdale families who meet prescribed criteria neighborhood-based support services which include, but not limited to, food pantry, computer services, employability and job training opportunities, case management, information and referral, parenting education and support. The targeted groups will include youth, unemployed, homeless, disabled and senior citizens living within the identified service area.

Eligible program participants are welcomed to all services from October 1, - September 30 each year, upon which time they are required to renew their eligibility. Services are as follows: intake and needs assessment (on-going by appointment only), weekly food choice pantry (every Thursday from 10am to 2pm), computer skills training (ongoing), case-management and referrals (on-going by appointment only). The services offered at the Family Resource Center are sufficient to have an impact on the decline of the identified service area. Without the service in place residents would have difficulty accessing similar services that may be offered outside the service area. Being centralized within the service area is a major benefit to the families and individuals we serve.



**FOR THE FOLLOWING SECTIONS, USE AS MANY ADDITIONAL PAGES AS REQUIRED HOWEVER PLEASE BE AS BRIEF, CLEAR AND DESCRIPTIVE AS POSSIBLE. SUFFICIENCY OF INFORMATION PROVIDED IS SUBJECT TO REVIEW AND APPROVAL BY HUD AND HCD**

**Section # 1:**

**EXECUTIVE SUMMARY**

Include a brief, and descriptive overview of your proposed project, the services to be provided and the planned recipients (target population(s)) of the service (*i.e. youth, homeless, disabled, etc.*). Include information on the scope of the revitalization and the partnerships created in developing a viable strategy (including but not limited to: federal and local governments, the private sector, community organizations and neighborhood residents, stakeholders, etc.). Summary must address the information provided in Section #8 below.

Mount Bethel Human Services Corporation, Inc. (MBHSC) is a 501 © (3), non-profit, faith-based organization which was founded in 1993. Initially organized to address the issues of minority over representation in the juvenile justice system, MBHSC has expanded to respond to issues of neighborhood empowerment, weekly food pantry, afterschool programming, family intervention - SNAP (Stop Now And Plan), Family/ Youth Aftercare and Domestic Violence Respite services and Foster Care.

Through our Family Resource Center we effectively operate programs that address issues affecting at-risk families primarily in the 33311 zip code of Broward County. Mt. Bethel Human Services has provided quality counseling services to CINS/FINS youth and families in high risk areas of Broward County for the past twenty years.

It is the mission of MBHSC to help at-risk families make Better Choices by providing them with the Necessary Tools, so that they can live Better Lives. In keeping with our mission, MBHSC operates programs that focus on three areas of need: Diversion, Intervention and Prevention. Through community outreach and program services, MBHSC touches over 5,000 lives annually. It is that type of effort that allows our agency to stay true to its vision of being "The community sanctuary; building families, changing lives!"



**Section # 2:**

**STATEMENT OF NEED**

Describe the community's need within the Service Area described in your By-Laws / Articles of Incorporation located within the Neighborhood Revitalization Strategy Area (NRSA). Must include official, verifiable sources used to substantiate the stated need. Provide a reasonable estimate regarding the demographics of the population to be served including the number of people experiencing this need and their location.

The 33311 zip code of Broward County has a population of 65, 469 residents according to statistical data. The majority of the households are headed by a single female with children. The educational level data reflects that the majority of the residents (17,193) have High School diplomas but 15, 614 have less than a High School diploma. The majority of the residents earn less than \$30,000 per year and many are living below the federal poverty line. While 24,729 of eligible workers are employed, 19,010 are not even in the labor force. This area also has the highest number of juvenile referrals to the court system and the highest number of removals in the child welfare system. The area is plagued by high crime.

The need for this program is tremendous. The FRC is designed to provide neighborhood-based support services that include but are not limited to low-income Fort Lauderdale families who meet prescribed criteria neighborhood-based support services which include; weekly choice food pantry, computer services, case management, information and referral and linkage and support to local residents . We believe that by making these services accessible, families and individuals will be empowered to enhance the quality of life for themselves, as well as the community. The FRC is committed to working in partnership with families, schools, law enforcement, churches, community and public and private service providers for the prevention of child abuse and neglect and for family preservation (intervention) services. Further, it is our goal to strengthen families' ability to promote children's healthy development, protect children's safety and to assist individuals in becoming self-sufficient, while developing and maintaining stable homes and communities. Mount Bethel Human Services Corporation believes that through collaborations and sharing of a common vision with a family centered approach, we can develop lasting positive results and effectively enhance the quality of life for people and for communities.

The Family Resource Center (FRC) primarily serves families who reside in the targeted neighborhoods in the Neighborhood Revitalization Strategy Area (NRSA) in Fort Lauderdale: Durrs, and Dorsey Riverbend. These neighborhoods are characterized by persons who are poorly educated, unemployed/underemployed, households headed by females and living below the poverty level. Additionally, this project benefits the agency and the



City of Fort Lauderdale by employing a resident to coordinate the program. The Center is located at 1100 W Sunrise Blvd. which is accessible to residents in the targeted neighborhoods.

Mount Bethel Human Services focuses on community empowerment through outreach in order to increase service availability and enhance family participation. Mount Bethel is committed to offering family support services that are able to make a difference in the lives of the individual families served, therefore, many of its services are provided in the community at community centers, schools, and in-home. The FRC is designed to provide neighborhood based family support services to over forty (40) families (approx. 125 individuals).

Services to be provided at FRC will complement existing services provided by Mount Bethel and enhance its ability to provide “family focused” services, an approach that incorporates support and opportunities for the total household. In addition, the direct service delivery system prepares clients to more effectively benefit from other services, such as those provided by Career Source formally Workforce One, The Salvation Army, Nova Southern University, Broward County School Board, AFDC, ChildNet, Children Services Council, Coordinating Council of Broward, Housing Authorities, OIC of South Florida, Broward County Human Services, Broward Regional Health Planning Council, Inc., Second Chance Society, Parkway Middle School of the Arts(Magnet), Walker Elementary School (Magnet), Dillard Elementary School etc. Mount Bethel has a network of referral sources and several partnerships with key service providers, who assist in the provision of services to clients.



### **Section # 3: PROGRAM DESCRIPTION**

Describe in detail the eligibility requirements of clients to be assisted, the tangible results of your selected Eligible CBDO Activity that can be reasonably expected and how your strategy's tangible results will address the need stated herein. Please provide anticipated goals, outcomes, benchmarks, timelines, long and short-term results, etc. If other agencies are currently providing a service to address this need in your Service Area, explain how your approach or program will be more effective or improve and/or expand the provision of services. Detail specific information as to the goals, objectives, activities, timelines and measurable outcomes for the project.

The Family Resource Center (FRC) is a one-stop service provider. It is designed to provide neighborhood based support services that include but are not limited to food pantry, computer services, employability and job readiness opportunities, case management, information and referral, housing referrals, homelessness and substance abuse/ mental health referrals, youth prevention programs, parenting education and support, diversion services, furniture, food, and clothing assistance for residents considered to be "in crisis" with priority given to those residing in the Neighborhood Revitalization Strategy Area boundary. FRC is committed to helping families develop and maintain the type of stable environment necessary to produce self-sufficient, productive citizens. The Family Resource Center strives to preserve the structural and operational integrity of families. As a link between support networks and troubled families, FRC offers a number of services and educational opportunities to help promote and maintain a safe home and community environment for children and families. FRC works directly with families in the community and established support networks.

The goal of the Family Resource Center is to provide a service to those eligible clients in the community that lack transportation to travel outside of this area to receive the same service.

Individuals and families seeking service enter our building with unique problems but no solutions. Each persons need is assessed by a staff member and the appropriate referral is made to meet their need, if the service is not directly provided by our organization. For example, the City of Fort Lauderdale and Mount Bethel Human Services Corporation, Inc. (MBHSC) have partnered in the past to assist thousands of single parents in remedying their child care needs thereby allowing them the opportunity to work or go to school.

Residents living in the City of Fort Lauderdale will be able to come to the FRC and receive information and referrals to agencies that are designed to address their specific need. If the services are already provided by our agency, the person will be entered into that program (i.e. parenting, child abuse and neglect prevention, substance abuse support group, foster care program etc.). The FRC focuses on community empowerment through outreach in order to increase service availability and enhance family participation.



The FRC is committed to offering family support services that are able to make a difference in the lives of the individual families served, therefore, many of its services are provided in the community at community centers; schools; participants homes, etc. FRC is designed to provide neighborhood based family support services to over **40 families/ 125 individuals** including: but not limited to, food pantry, computer services, employability and job training opportunities, case management, information and referral, parenting education and support.

Again, the Family Resource Center is a one-stop family support center, developed through a collaborative partnership of social services providers and the City of Fort Lauderdale for the purpose of enhancing family life.



#### Section # 4: EVALUATION

Please provide how you intend to evaluate your strategy's success against established benchmarks, goals, outcomes, long and short-term results, etc.

GOAL	EVALUATION METHOD	COMPLETION DATE	REPORTING MECHANISM
90% overall customer satisfaction with services.	Client feedback	By end of contract period (September 30)	Shall be documented in the client file.
100% of clients shall receive an assessment to determine needs.	Needs Assessment tool	Upon orientation to program	Shall be documented in the client file.
100% of clients seeking jobs will develop job-readiness skills while enrolled.	Self-assessments	On an as needed basis	Shall be documented in the client file.
90% of clients seeking jobs shall become employed within the program duration.	Proof of employment	As needed	Shall be verified with hiring employer and documented in the client file.
100% of clients in need of ancillary services shall receive information and referrals for such services.	Referral forms	On-going	Shall be documented in the client file.



## **Section # 5: AGENCY INFORMATION AND MANAGEMENT CAPACITY**

Describe the history and current status of the applicant agency, specifically providing information which demonstrates the agency's capacity to successfully implement an eligible revitalization strategy, including, if applicable, pertinent data from previous year's funded grant. Include information as to whether your agency operates in other cities, counties and/or states. Using the chart on the next page, *(add additional rows as needed)* identify the key agency personnel; identify their responsibilities in the project and key prior experience administrating similar projects. **(Note: If funding will be used to hire staff, indicate such in the staff column)** **Note – Resumes of Program Administrator(s) and Chief Financial Officer are required in Attachment A12 on page 2 of this document.**

The Mount Bethel Human Services Corporation, Inc. (MBHSC) is a 501c (3) faith-based organization, established in 1993. MBHSC provides innovative support through an array of services and programs for children, adults, and families that respond to the issues of parenting education. We directly address such issues as juvenile delinquency, child abuse and neglect, family reunification, family support, referral program with collaborative partners for clients, such as: furniture, clothes, food, medical assistance and counseling etc...within the communities that are heavily populated by persons who have been identified as “at risk”. Services are developed through collaborative partnerships with private/public organizations in order to assist people and communities, in meeting their needs and reaching their goals.

The executive director has over twenty-five years of training and experience in leadership. Particular experience in leading large minority based organizations. Over sixteen years of experience in leading and working with the disadvantaged population. Fourteen years of managing CDBG Funded Programs. The program coordinator has over sixteen years of experience in leading and working with the disadvantaged population. Eleven years of experience in management and development and six years of managing CDBG Funded Programs.

Mount Bethel Human Services Corporation, Inc. helps low and moderate income families living in the city of Fort Lauderdale’s Neighborhood Revitalization Strategy Area (NRSA) through community development activities by proving social service programs to help meet their needs.



**AGENCY INFORMATION AND MANAGEMENT CAPACITY CHART**

<b>AGENCY STAFF</b>	<b>TITLE</b>	<b>PROJECT RESPONSIBILITIES</b>	<b>PRIOR EXPERIENCE</b>
Rosby L. Glover	Family Resource Center Project Director	Oversee operation of Family Resource Center by providing appropriate supervision and program oversight.	Over (30) years of training and experience in leadership. Particular experience in leading large minority based organization. Over sixteen years of experience in leading and working with disadvantaged population and fourteen years of managing CDBG Funded Programs.
Marie A. Wells	Family Resource Center Coordinator	The Family Resource Coordinator will be primarily responsible for providing comprehensive case management services to participating families, gathering community resources to ensure optimal service delivery and co-collaborating with agency staff in program development.	Over sixteen years of experience in leading and working with disadvantaged population. Ten years of experience in management and development and six years of managing CDBG Funded Programs.
TBD	Family Resource Center Assistant	Family Resource Center Assistant will primarily be responsible for performing general administrative duties and provide support to the Family Resource Center Program (FRC) as required.	



## Section #6: FINANCIAL INFORMATION

- A. Does your agency have the financial capacity to submit an invoice and wait to receive a reimbursement within one of the following timeframes (*check the appropriate box*):

☒ 120 days

☐ 90 days

☐ 60 days

☐ 45 days

If neither, please explain why and what efforts your organization is putting forth to resolve its financial capacity issue(s) in finding other funds? Please explain the outcomes of each effort? NOTE: Agencies are required to have sufficient funds to ensure the project satisfies it's stated reason for requesting these CDBG funds.

- B. Describe the current financial stability of your agency and the systems, which are currently in place or will be put in place to monitor the use of grant funds.

Mount Bethel Human Services has been in existence for the past 25 years and remains financially solvent. Financial statements are available upon request. Audited financial statements are included with this application.

- C. Identify previous funding sources (*including CDBG*) if this is a continuation grant, and anticipated additional and/or matching fund sources needed to implement the project. Please provide all funding sources, subsidy layers, etc. If you are a past CDBG recipient, please include the outcomes from the last two (2) years you received CDBG funding, including the outcomes of the performance indicators.

Grant 1:

Project Name: Family Resource Center Funding Amount: \$220,000.00

Contract Period: October 1, 2015 –September 30, 2016

Grant 2:

Project Name: Family Resource Center Funding Amount: \$200,000.00

Contract Period: October 1, 2016 –September 30, 2017



- D. How much additional funding (outside of COFL) is your agency leveraging against this funding request *(please attach all funding commitments under tab A14 on page 2 of this document)*?

There is currently no additional funding outside of (COFL) used by Mount Bethel to leverage against this funding request. Mount Bethel is constantly seeking alternative methods to ensure the ongoing stability of this vital program. Those methods include grant research, proposal writing and informing the public of our needs.

- E. How much of that "outside" funding is being dedicated to this project?

No additional funding is being dedicated to this project at this time.

- F. Do you have any open findings with the City or any other funding agency? If so, please provide a copy of the findings and your management response? Please attach information under tab A15.

Mount Bethel Human does not have any open findings with the City or any other funding agency.

- G. Describe how this project can be sustained in this and subsequent years if CDBG funds are not allocated. If you are not funded this year, or perhaps for an amount less than your request, would the project still proceed? Where will you get the funds? Will the project be modified in any way, and if so, how?

Services provided in this project will be sustained through other sources. Mount Bethel is seeking ways to leverage funding for this project to make it sustainable for years to come. Adjustments to staffing patterns and program operating supplies are means of modifying the program and still meet the needs of the residents.

- H. Describe briefly how grant funds will be allocated to support the goals identified in the grant application. If grant funding will be used to support the organization's infrastructure, explain how existing organizational funds will be reallocated for the project.

The grant funds will be used to support the current services that are in place and have been provided under this funding in prior years.



- I. Identify specific budget items to support the project, including those using current organizational funds. Include all personnel (Salary and Benefits) and major capital expenses.

Occupancy
Utilities
Phone/ Internet
Insurance (Liability)
Program Supplies
Personnel Costs
Fringe

- J. What amount and percentage of the total funds (*CDBG funds plus other funds*) allocated toward this project will go toward the following:

- Program Administration (i.e. staff costs): \$ 38,000 45 %
- Program Beneficiaries: \$ 47,000 55 %



## **Section #7: AUDITS**

The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 2 CFR 200, 24 CFR Part 84.26 and HCD Participation Agreement requirement. The Participant shall pay for this audit at its own expense. The audit shall specifically indicate compliance and/or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but not later than six (6) months after the end of the audit period.

The Participant shall comply with the requirements and standards of 2 CFR 200, OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other non-Profit Organizations"; and A-122, "Cost Principles for Non-Profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit organizations" that applies to agencies expending \$500,000 or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26.

The City shall review the Participant's audit report and will require the Participant to implement corrective action noted in the audit. The City shall have the right to review any and all of the Participant's records regarding use of the funds disbursed hereunder.

Mount Bethel Human Services Corporation has provided its two most recent audit reports with this grant application. An audit for the fiscal year ending June 30 shall be initiated within 45 days and a copy of the final audit report shall be provided to the City within 30 days of receipt.



**Section #8:**

**BASIC REQUIREMENT ITEMS FROM HUD's NRSA STRATEGY PROGRAM DESCRIPTION**

**Please provide the items listed below (#8 A through #8 K)**

#8 A: Provide an eligible, viable NRSA Strategy that addresses the requirements detailed in HUD's NRSA Strategy Program Description Requirements. Include activities of sufficient size and scope as to have an impact on the distinctive geographic area within a reasonable period of time.

Mount Bethel Human Service Corporation's Family Resource Center will foster the growth of resident-based initiatives to identify and address their human service needs thereby impacting the identified area for as long needed to effect change in that area.

#8 B: Verify for HCD how you plan to meet HUD's request for a coordinated marshaling of resources to facilitate your ability to engage in comprehensive place-based initiatives.

Services provided at the Family Resource Center shall lay the groundwork for community growth through partnerships with other community based organizations. Residents will be referred within the network for services creating a continuum of care which is easily accessible right where they live.

#8 C: Provide your comprehensive community revitalization strategies that seek to create partnerships among federal and local governments, the private sector, community organizations, and neighborhood residents. (Please refer to the examples provided on page 16).

The framework and infrastructure of case management, linkage and referrals created by Mount Bethel's FRC provides a comprehensive community revitalization strategy between the community organizations and the residents of the identified area.

#8 D: Identify your project's defined Service Area (as stated in your agency's By-laws and/or Articles of Incorporation). Service Area must be in compliance with program requirements. Must include documentation verifying the Service Area is primarily residential and that it meets the percentage of compliant income level residents.

Mount Bethel has adopted the Fort Lauderdale Census tracts identified in the 2010 Census as the defined service area.

#8 E: Describe how the strategy is in compliance with the program requirements and how it was developed in continuous consultation with stakeholders.

Strategies and services are developed and continuously reviewed by the stakeholders based on needs of the clients served in this program. As client need changes so does the program, in order to always provide the a service necessary to effect in our neighborhoods.



#8 F: Provide an assessment of housing market and economic conditions of the area, an examination of the opportunities for housing and economic improvements, and the problems likely to be encountered in pursuit of such goals (please refer to examples provided on page 17).

The 33311 zip code of Broward County has a population of 65,469 residents according to statistical data. The majority of the households are headed by a single female with children. The educational level data reflects that the majority of the residents (17,193) have High School diplomas but 15,614 have less than a High School diploma. The majority of the residents earn less than \$30,000 per year and many are living below the federal poverty line. While 24,729 of eligible workers are employed, 19,010 are not even in the labor force. This area also has the highest number of juvenile referrals to the court system and the highest number of removals in the child welfare system. The area is plagued by high crime. Affordable, safe, and sanitary housing is a problem in the area. Other issues likely to be encountered in our service is access to documentation for all household members in order to meet eligibility criteria, transportation to access services, and background screens required for some employers. Due to all the reasons detailed above, intensive case management and staff time is dedicated to each family served at FRC.

#8 G: Detail how strategy will be measurable and specific. Identify the results expected to be achieved (e.g., physical improvements, social initiatives, increased affordable housing opportunities and/or economic progress), expressing them in terms of measurable outputs and outcomes of the HCD performance measurement framework. Detail how performance and its measures will be tied to the neighborhood's identified needs and the recipient's proposed housing and economic opportunities.

Details of the overall strategy have been outlined in other areas in this proposal. The one strategy most important to this question is putting people to work. Mount Bethel has set a goal of finding employment for 90% of clients who present as needing employment. Once achieved, this measureable output and outcome will directly impact economic progress in the neighborhoods served.

#8 H: In your strategy, outline the recipient's proposed leverage sources for the NRSA. Provide official documentation of all sources of leverage. Leverage may be made in the form of cash or in-kind resources. NOTE: You will be required to report on leveraged resources received and used to support the NRSA. Failure to document leverage could result in non-compliance and possible repayment of CDBG funds.

Mount Bethel Human Services is continually seeking funds through grants, contracts, donations and other fundraising efforts to leverage sources for the NRSA. All in-kind contributions, cash and other sources of leverage shall be reported as requested to the CDBG.

#8 I: Identify your goals and objectives. Must show expected outputs and positive steps toward the desired ultimate outcomes of increased housing and economic opportunities for local residents.



GOALS	OBJECTIVES
90% overall customer satisfaction with services.	Create an evaluation instrument to measure customer satisfaction at every interaction
100% of clients shall receive an assessment to determine needs.	Complete needs assessments to better serve individuals in the service area
100% of clients seeking jobs will develop job-readiness skills while enrolled.	Develop training programs for job seekers to prepare them to enter the workforce
90% of clients seeking jobs shall become employed within the program duration.	Build relationships with local employers to open the door for potential employees
100% of clients in need of ancillary services shall receive information and referrals for such services.	Make referrals to local community based organizations to meet the needs of

#8 J: Identify in your strategy achievable outcomes for the NRSA, particularly with respect to housing and economic opportunities, that can be measured and used to determine progress made. (Please refer to examples of Outcomes provided on page 18)

Mount Bethel's strategy will achieve outcomes for the NRSA, particularly with respect to housing and economic opportunities by assisting residents with maintaining their housing through becoming employable and attaining gainful employment as well as providing case management and referrals for ancillary services to supplement their housing.

#8 K: Identify in each selected outcome, the recipient is to identify expected outputs from the CPD performance measurement framework. (please refer to examples of Outputs provided on page 18)

CPD PERFORMANCE MEASUREMENT (Output)	OUTCOME FROM MOUNT BETHEL
new businesses assisted	FRC will match potential employees
existing businesses assisted	FRC will train potential employees to increase employer retention
jobs created or retained in area	FRC will train potential employees
Funds leveraged	FRC will leverage cash, grants, and in-kind donations
LMI persons direct benefit activities	FRC services will directly benefit 125 individuals
LMI households assisted	FRC services will assist 40 households



## **Section #8: HUD's NRSA STRATEGY PROGRAM DESCRIPTION**

HUD requires that recipients of CDBG funds for the purpose of an NRSA, in order to enjoy the benefits of the program, must provide an eligible NRSA Strategy that addresses the requirements detailed in this section. The agency must be familiar and comply with CFR Subpart C 570.204 Special Activities by Community-Based Development Organizations (CBDO's) and HUD CPD Notice 16-16, the basics of both are stated in this Section. Strategies presented must be viable and are subject to approval by HCD.

HCD is seeking a coordinated marshaling of resources to facilitate a recipient's ability to engage in comprehensive place-based initiatives. Comprehensive community revitalization strategies seek to create partnerships among federal and local governments, the private sector, community organizations, and neighborhood residents. HCD desires to create opportunity in distressed neighborhoods by stimulating the investment of human and economic capital and by economically empowering low-income residents. HCD recognizes the fundamental necessity of partnering to achieve greater success in urban revitalization efforts and believes no effort will succeed without the support of all of the community actors. Successful strategies bring together a variety of stakeholders in cross-sector partnerships that:

- lay the groundwork for community growth;
- make neighborhoods attractive for investment;
- ensure that the benefits of economic activity remain in neighborhoods for long-term development;
- support the use of neighborhood intermediary institutions (e.g., Community Development Corporations [CDCs] and Community Development Financial Institutions [CDFIs]) to bridge gaps between local government agencies, the business community, community groups, and residents; and
- foster the growth of resident-based initiatives to identify and address their housing, economic and human service needs.

The NRSA design should provide viable solutions that address affordable housing (subject to approval by HCD Manager) and economic opportunity needs, as well as other long-term community improvements. Solutions identified should be accomplished within a reasonable period of time. Improvements should be apparent to the intended beneficiaries, which are principally the low- and moderate-income residents of the specific neighborhood in the Service Area described in the agency's By-Laws and/or Articles of Incorporation.

**Boundaries:** A recipient's strategy must define a geographical area that comprises a neighborhood and its distinguishing characteristics (the Service Area stated in your agency's By-laws and/or Articles of Incorporation). NRSA projects are to include activities of sufficient size and scope as to have an impact on the distinctive geographic area within a reasonable period of time.

**Demographic Criteria:** The designated Service Area must be documented as primarily residential and contain a percentage of low- and moderate-income residents that is equal to a community's "highest quartile percentage" (as computed by HUD pursuant to 24 CFR 570.208(a)(1)(ii)) or 70 percent, whichever is less, but, in any event, not less than 51 percent.

**Consultation:** The recipient must describe how the strategy was developed in consultation with stakeholders. This involvement should be continuous from the beginning of the planning process through implementation and management of the designation (of the NRSA) period, which may not exceed five years. Stakeholders include affected residents of the proposed strategy area, including those that reside in public and assisted housing, owners/operators of businesses and financial institutions, CBDOs, nonprofit organizations, and community



groups that are in or serve the neighborhood. Recipients should identify specific key stakeholders and explain how they will be engaged throughout the NRSA designation period.

Recipients are encouraged to discuss each of the following issues during a public meeting: the NRSA planning and implementation process; the proposed physical plan, including the extent of proposed demolition or rehabilitation of existing structures, and if applicable, proposed site design; planned public service activities; neighborhood improvement projects; economic opportunities for low and very low income persons and businesses that provide economic opportunities to low and very low-income persons in the NRSA area.

**Assessment:** The recipient's strategy must include an assessment of housing market and economic conditions of the area, an examination of the opportunities for housing and economic improvements, and the problems likely to be encountered in pursuit of such goals.

The recipient should provide:

- a narrative description of the neighborhood, including the history, location, ethnic and racial changes, economics, community assets, transit, educational opportunities, employment centers, organizations, etc.;
- a description of the neighborhood's current status in comparison to the rest of the recipient's jurisdiction with regard to patterns of disinvestment, existing neighborhood assets, patterns of racial and ethnic concentration and patterns of poverty concentration;
- a description of ongoing or recent revitalization activities and new investment that may be taking place in the neighborhood or on its periphery;
- a description of challenges residents have in accessing job opportunities;
- a description of critical housing challenges facing the neighborhood

**Housing and Economic Opportunities:** The recipient must develop its strategy and implementation plans to promote the area's economic progress. Such progress will focus on activities that benefit low- and moderate-income persons by increasing affordable housing opportunities and expanding economic opportunities through activities that promote the substantial revitalization of the neighborhood.

\* Housing (Subject to approval by HCD Manager): Recipients for this category are to develop housing available to households with a broad range of incomes. This includes housing that is available to households with moderate to middle income as is needed to improve the housing market dynamic in the neighborhood. Recipients should provide a description of the housing component of the plan and include a description of the housing that the recipient plans to demolish, develop, rehabilitate, construct or acquire, including the number of each type of units, such as public housing, Low Income Housing Tax Credits (LIHTC), market rate, and/or homeownership;

\* Economic Opportunities: Recipients are encouraged to create or retain jobs that result in households that are economically stable and self-sufficient. Recipients are to provide a description of the economic development component of the plan and include a description of the type of jobs they plan to create and/or retain, as well as any targeted population for employment. The recipient is to discuss any supportive services, such as job training, that may be provided as a part of this strategy.

**Performance Measurements:** The recipient's strategy must identify the results expected to be achieved (e.g., physical improvements, social initiatives, increased affordable housing opportunities and/or economic progress), expressing them in terms of measurable outputs and outcomes of the HCD performance measurement framework. Performance and its measures are to be tied to the neighborhood's identified needs and the recipient's proposed housing and economic opportunities.

**Leverage:** Leverage is a critical element of neighborhood revitalization and a goal of the NRSA is to attract additional investment to the designated community. Leverage may be made in the form of cash or in-kind resources and the strategy should outline the recipient's proposed leverage sources for the NRSA. The



recipient will be required to report on leveraged resources received and used to support the NRSA. A failure to document leverage could result in non-compliance and possible repayment of CDBG funds.

#### **PERFORMANCE MEASUREMENTS**

A recipient's NRSA goals and objectives should be measurable and specific. Enough to show expected outputs and positive steps toward the desired ultimate outcomes of increased housing and economic opportunities for local residents. Within the submitted strategy, the recipient is to identify achievable outcomes for the NRSA, particularly with respect to housing and economic opportunities, that can be measured and used to determine progress made. Outcomes may include:

- increase in homeownership rates;
- reduction in vacancy rates;
- increase in housing values;
- increase in educational attainment ;
- increase in employment rates;
- increase in median household income.

Within each selected outcome, the recipient is to identify expected outputs from the CPD performance measurement framework. Outputs may include:

- new businesses assisted;
- existing businesses assisted;
- jobs created or retained in area;
- funds leveraged;
- LMI persons direct benefit activities;
- LMI households assisted;
- acres of brownfields remediated;
- new access to public facilities;
- business facades/buildings rehabilitated;
- number of blighted buildings demolished.

HCD requires recipients develop revitalization strategies that meet these guidelines. HCD's review of a strategy shall place particular importance on the recipient's capacity, the extent to which the strategy is meaningful and reflects coordination with other public and private resources, and the likelihood that the planned actions will increase affordable housing and/or economic opportunities for local residents. HCD encourages innovative and creative strategies that promote active and meaningful participation of stakeholders throughout the development and implementation of the plan. HCD is seeking strategies that will successfully use a range of resources to revitalize neighborhoods and provide viable and sustainable housing and/or economic opportunities to local residents.

HCD expects to approve strategies with measurable goals that set in motion activities that will result in positive changes for neighborhoods as a result of coordinated efforts. These positive changes should be apparent to the residents and clearly show results, such as an increase in the affordability and quality of housing and/or increased economic opportunities for local residents.

#### **PERFORMANCE REVIEW**

HCD will review a recipient's progress during and at the end of each program year based upon information in the recipient's performance reports and information from on-site monitoring. The recipient must report on actual outputs and outcomes and provide for a narrative update on the NRSA's progress regarding:

- Continuing stakeholder involvement
- Activities addressing identified housing and economic opportunities



- Progress on achieving identified outcomes through reported accomplishments
- Documentation that leveraged resources were actually received and used for their intended purposes

HCD's review of a recipient's performance will include an assessment of the recipient's ability to make progress towards achieving the expected improvements; the recipient's ability to account for funds and document activities appropriately; the timely use of funds received from the Department, meeting performance measures; and the receipt of matching or leveraged funds.

In order to be considered a CBDO, applicants must provide a detailed and satisfactory response as to how their program will provide a service complying with each program tenet below. Special attention will be paid to your response to the Key Concerns and Key Strategies:

1. Demonstration of capacity to undertake this effort
2. Plan demonstrates likelihood it will achieve its revitalization goals.
3. Demonstration of the extent to which it effectively coordinates public and private resources
4. Creation of meaningful economic opportunities
5. Demonstration of significant measureable results
6. Completion of an economic assessment of the area.
7. Examination of opportunities for improvement within the area via an economic development assessment.
8. Examination of problems that are likely to be encountered via the economic development assessment.
9. Promotion of the area's economic progress with a focus on activities that will create meaningful jobs for the unemployed and low and moderate income residents of the area via an implementation plan.
10. Promotion via a plan, activities for the substantial revitalization of the neighborhood.
11. Identification of results (e.g., physical improvements, social initiatives and economic empowerment) achieved in terms that are readily measurable or "benchmarks" via an approved strategy
12. Detailing of how the plan will actually promote revitalization of the neighborhood. In other words, what your NRSA project will actually do to help turn the neighborhood around and promote economic opportunity for residents.
13. Establishing of Performance Measures including Goals and anticipated results for the implementation of the plan. These measures must be described in measurable terms. HUD Examples:
  - Achieve 5% increase in employment
  - Open 2 new job training centers
  - Reduce families on public assistance/welfare by 5%
  - Attract new community lending institutions to the neighborhood
  - Formation of a Community Business Association
  - Offer 10 training seminars to teach residents about small business start-ups

The HUD notice states, "Successful neighborhood revitalization strategies are those that bring together the neighborhoods' and the larger community's stakeholders to forge partnerships that:

- Obtain commitments to neighborhood building;
- Make neighborhoods attractive for investments, thereby creating a market for profit;
- Generate neighborhood participation to ensure that the benefits of economic activity are reinvested in the neighborhood for long-term community development;
- Support the use of neighborhood intermediary institutions to bridge the gaps between local government agencies, the business community, community groups, and residents; and
- Foster the growth of resident-based initiatives to identify and address their housing, economic, and human services needs."



**Key concerns for neighborhood revitalization include:** Underdevelopment of the designated area, lack of quality office space, lack of employment opportunities, high poverty rates, lack of education, high unemployment rates, low homeownership rates, lack of transportation and pedestrian infrastructure, and aging housing stock, etc.

The NRSA, is to develop projects with community partners with exceptional resources that are well positioned to assist low income and unemployed persons gain access to new jobs and/or housing. Examples of needs that have to be identified are: for GED classes and testing, English as a Second Language classes, Occupational Skills Training, Employment Skills Training, and Job Search Assistance along with securing partner agencies that will provide these services for the residents of the NRSA.

Organizations are to be engaged that will bring additional educational services closer to the areas of need. The increased economic development activities conducted within the area and carried out by the NRSA will improve access to employers/employment centers within walking distance to housing.

NRSA can also bring about the development of new affordable owner-occupied housing units, combined with homeownership assistance, thus enabling many low to moderate income families to purchase a home.

To address aging housing stock in the NRSA, funding can be used for housing rehabilitation Grants targeted to assist NRSA residents. Grants may be used for emergency repairs, architectural barrier removal, and complete rehabilitation of older homes in the NRSA.

Mixed-use facilities, which include a combination of housing, office space, and retail in conjunction with pedestrian infrastructure, will create sustainable neighborhoods whereby residents are less dependent on automobiles. Options will become available to work, live, and play in the same neighborhood.

Resources are to be enlisted and marketed to help low income residents increase their income and buying power through access to financial literacy, credit repair, earned income tax credit, individual development accounts, homeownership counseling, and case management.

## **KEY STRATEGIES:**

### **Economic Opportunity**

1. Seek out and establish unique partnerships between agencies such as Workforce Development Centers, institutes of higher education, and existing/new businesses in the NRSA. As new businesses are attracted to the area, incentives can be created for partnering with the Workforce Development Centers and institutes of higher learning to offer first opportunity at jobs.
2. Increase access to training, such as job skills training, English as a Second Language, GED, basic skills training, and short-term pre-vocational training.
3. Capture an increased share of retail/commercial business activity through the recruiting of those businesses and accompanying job creation. By creating a unique sense of place, commercial and retail facilities will be drawn to the area, increasing job opportunities for individuals with a range of skills and abilities.
4. Leverage private investment in the neighborhood through wise use of CDBG and HOME funds and coordination with alternative funding sources.
5. Strive to keep consumer and housing dollars in the NRSA Affordable Housing
6. Increase home ownership in order to stabilize the neighborhood. Home ownership is seen as a basic tool to invest residents in their community and its future. The intent is to increase this option to households across the income spectrum.
7. Develop new quality affordable housing in the NRSA neighborhood. Housing in the NRSA is older housing stock. The area is in need of greater housing options for mixed income working families.



8. Develop mixed-use urban centers. These centers should contain ground floor retail, business, and office space with upper floors containing housing units. Mixed use development will provide opportunities for both employment and quality affordable housing.
9. Encourage energy and resource conservation whenever feasible and strive for sustainable development.
10. Explore increased resources for housing rehabilitation to prevent the decline of aging housing stock in the NRSA.
11. Support CDC/CBDO/CHDOs as neighborhood intermediary institutions to serve as a catalyst for change.



**Section #9: BUDGET SHEETS**

FY 2018/2019

**BUDGET ITEMIZATION SUMMARY DETAIL**

DETAILED COST LINE ITEM	DIRECT	DETAILS (Please provide a detailed description of each reasonable, eligible and allocable Line Item cost associated with this program to be submitted to HCD for reimbursement)	CDBG COST	ALL OTHER COSTS	TOTAL BUDGET COST of LINE ITEM	CDBG % OF COST
Occupancy		Rent paid to landlord for office space used to conduct program operations and activities	\$19,114.92	\$57,344.76	\$76,459.68	25%
Utilities		Electricity paid to vendor for utilities used in the space where program operations and activities take place	\$7,500.00	\$22,500.00	\$30,000.00	25%
Phone/ Internet		Office phone and internet service used by program staff to conduct day to day operations and program activities	\$5,500.00	\$16,500.00	\$22,000.00	25%
Insurance (Liability)		General liability coverage for program, workers compensation coverage, and directors and officers liability	\$4,500.00	\$13,500.00	\$18,000.00	25%
Program Supplies		Copy paper, pens, incentives for program participants, toner cartridges and other program supplies.	\$8,145.08	\$0.00	\$8,145.08	100%
Personnel Costs		Salaries for program staff conducting day to day operations and program activities	\$38,000.00	\$114,000.00	\$152,000.00	25%
Fringe		Employer contribution and re-employment tax for salaries of employees associated this funded program	\$2,240.00	\$6,720.00	\$8,960.00	25%
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$85,000	\$230,564.76	\$315,564.76	



Section #10: BUDGET ITEMIZATION SHEET

ORGANIZATION Project L.I.V.E

Funding Year 2018 – 2019 Date Submitted: \_\_\_\_\_  
PLEASE DETAIL ALL COSTS FROM ALL SOURCES NECESSARY TO SUCCESSFULLY FUND THIS PROGRAM FOR  
FISCAL YEAR 2018 / 2019:

DETAILED DIRECT COST LINE ITEM	OTHER COST & FUNDING SOURCE	OTHER COST & FUNDING SOURCE	OTHER COST & FUNDING SOURCE
Occupancy	\$57,344.76 Other grants and contracts for shared program space		
Utilities	\$22,500.00 Other grants and contracts for shared utilities		
Phone/ Internet	\$16,500.00 Other grants and contracts for shared internet and phone service		
Insurance (Liability)	\$13,500.00 Other grants and contracts for liability expense		
Program Supplies	\$0.00 – Program supplies specific to CBDO activities No other costs or funding		
Personnel Costs	\$114,000.00 Other grants and contracts for shared staff time		
Fringe	\$6,720.00 Other grants and contracts for shared fringe expense		
TOTALS			

\*PLEASE NOTE: CDBG funds cannot be used to purchase equipment, machinery, software or vehicles.

By signing below I hereby attest that the information provided above is true and accurate and represents all amounts and sources of funding associated with this program utilizing Federal funds.

  
Signature of Individual Responsible for Budget

Hattie McDowell, Fiscal Director

Signature of President / CEO

Name and Title – Printed or Typed

  
Signature of President / CEO

Dr. Rosby Glover Executive Director

Name of President / CEO – Printed or Typed

Date

Date



**Section #11: PROGRAM IMPLEMENTATION SCHEDULE**

**ORGANIZATION:** Mount Bethel Human Services Corporation

**PROJECT NAME:** FRC/ Project L.I.V.E.

IMPLEMENTATION STEPS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Enroll, verify residency and income certify program participants	X	X	X	X	X	X	X	X	X	X	X	X
Weekly food pick-up, prep, set-up and distribution	X	X	X	X	X	X	X	X	X	X	X	X
Assessments, Intake and orientation	X	X	X	X	X	X	X	X	X	X	X	X
Computer skills training/ job readiness	X	X	X	X	X	X	X	X	X	X	X	X
Case-management and referral	X	X	X	X	X	X	X	X	X	X	X	X



**Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)**

1. Member of Governing Body's Full Name: Dr. C.E. Glover
2. Member of Governing Body's Verified Residency Address: 5166 Water's Edge Way Cooper City, FL 33330
3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N): N
4. Member of Governing Body's Income Level: N/A
5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution: X Yes No  
a. If Yes, please identify name and address of Establishment or Institution: Mount Bethel Baptist Church  
901 NW 11<sup>th</sup> Ave. Fort Lauderdale, FL 33311
6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization: X Yes No  
a. If Yes, please identify name and address of Low Income Neighborhood Organization: Mount Bethel Baptist Church  
Mount Bethel Human Services Corporation 1100 W. Sunrise Blvd. Fort Lauderdale, FL 33311
7. Who was Member of Governing Body Appointed By: Dr. C.E. Glover is the founder of Mount Bethel Human Services Corporation
8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity: : Yes X No  
a. If Yes, please identify position held and ineligible entity (if applicable): \_\_\_\_\_



**Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)**

1. Member of Governing Body's Full Name:	Ronenia Jenkins		
2. Member of Governing Body's Verified Residency Address:			
3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N):	N		
4. Member of Governing Body's Income Level:	N/A		
5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution:	Yes	X	No
a. If Yes, please identify name and address of Establishment or Institution:			
6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization:	X	Yes	No
a. If Yes, please identify name and address of Low Income Neighborhood Organization:	Mount Bethel Human Services Corporation 1100 W. Sunrise Blvd. Fort Lauderdale FL 33311		
7. Who was Member of Governing Body Appointed By:	Governing Board		
8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity:		Yes	X
a. If Yes, please identify position held and ineligible entity (if applicable):			



Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)

1. Member of Governing Body's Full Name: Betty Lewis
2. Member of Governing Body's Verified Residency Address: 4310 NW 22<sup>nd</sup> Street, Lauderhill, FL 33313
3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N): Y
4. Member of Governing Body's Income Level: 56,088
5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution: X Yes    No  
a. If Yes, please identify name and address of Establishment or Institution: Betty's  
2014 NW 6<sup>th</sup> Street Fort Lauderdale FL 33311
6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization: X Yes    No  
a. If Yes, please identify name and address of Low Income Neighborhood Organization:     
Mount Bethel Human Services Corporation 1100 W. Sunrise Blvd. Fort Lauderdale, FL 33311
7. Who was Member of Governing Body Appointed By: Governing Board
8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity:    Yes X No  
a. If Yes, please identify position held and ineligible entity (if applicable):



**Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)**

**1. Member of Governing Body's Full Name:** Betty Taylor

**2. Member of Governing Body's Verified Residency Address:** 161 NW 46<sup>th</sup> Ave., Plantation FL, 33317

**3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N):** Y

**4. Member of Governing Body's Income Level:** 48,000

**5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution:** X Yes      No

a. If Yes, please identify name and address of Establishment or Institution: BG's

601 NW 22<sup>nd</sup> Rd. Fort Lauderdale, FL 33311

**6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization:** X Yes      No

a. If Yes, please identify name and address of Low Income Neighborhood Organization:

Mount Bethel Human Services Corporation 1100 w. Sunrise Blvd. Fort Lauderdale, FL 33311

**7. Who was Member of Governing Body Appointed By:** Governing Board

**8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity: :**      Yes X No

a. If Yes, please identify position held and ineligible entity (if applicable):



Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)

1. Member of Governing Body's Full Name: Mozelle Battle
2. Member of Governing Body's Verified Residency Address: 803 NW 13<sup>th</sup> Terrace Fort Lauderdale, FL 33311
3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N): Y
4. Member of Governing Body's Income Level: N/A
5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution: X Yes No  
a. If Yes, please identify name and address of Establishment or Institution: \_\_\_\_\_
6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization: X Yes No  
a. If Yes, please identify name and address of Low Income Neighborhood Organization: \_\_\_\_\_  
Mount Bethel Human Services Corporation 1100 w. Sunrise Blvd. Fort Lauderdale, FL 33311
7. Who was Member of Governing Body Appointed By: Governing Body
8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity: : Yes X No  
a. If Yes, please identify position held and ineligible entity (if applicable): \_\_\_\_\_



**Section #12: CBDO ROSTER OF GOVERNING BODY MEMBERS (Complete one for each Board Member)**

**1. Member of Governing Body's Full Name:** Marie Huntley

**2. Member of Governing Body's Verified Residency Address:** Northwest Gardens

**3. Is Member of Governing Body's Address in Your Agency's Service Area: (Y or N):** Y

**4. Member of Governing Body's Income Level:** N/A

**5. Is Member of Governing Body's an Owner or Officer of a Private Establishment or Institution:** Yes X No  
a. If Yes, please identify name and address of Establishment or Institution: \_\_\_\_\_

**6. Is Member of Governing Body's a Representative of a Low Income Neighborhood Organization:** Yes X No  
a. If Yes, please identify name and address of Low Income Neighborhood Organization: \_\_\_\_\_

**7. Who was Member of Governing Body Appointed By:** Governing Board

**8. Is Appointing Person an elected or other public official, or an employee or official of an ineligible entity: :** Yes X No  
a. If Yes, please identify position held and ineligible entity (if applicable): \_\_\_\_\_



**Section #13: CBDO APPLICATION CERTIFICATION**

If this application is approved for funding, the organization agrees to comply with all required federal laws and regulations and HCD program requirements. The organization confirms that it has the required capacity to fulfill the obligations as stated in this proposal and in any attachments or documents organization included with this application.

By applying for this CDBG grant, applicant affirms it currently, or will by the time of award, possess sufficient knowledge and understanding of the following:

1. Proficient administration of the program in full compliance with all applicable Federal, State and local regulations and guidelines.
2. CDBG National Objectives and Eligible Activities, NRSA's and CBDO's.
3. Playing by the Rules: A Handbook for CDBG Subrecipients – We encourage you to download a copy from the HUD website at:

**<http://www.hud.gov/offices/cpd/communitydevelopment/library/subrecipient/playing/total.pdf>**

As a duly authorized representative of this organization, I submit this application to the City of Fort Lauderdale's Housing and Community Development Division and verify that the information herein is true, accurate and complete.

**PENALTY FOR FALSE OR FRADULENT STATEMENT:** U.S. Code Title 18. Section 1001, provides that a fine up to \$10,000 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for willful misrepresentation and the making of false statement, knowing same to be false.

**Name of Organization:** Mount Bethel Human Services Corporation

**Signature:** 

**Title:** Executive Director

**Date:** 02/14/2018





**CITY OF FORT LAUDERDALE**  
**FY 2018-2019 CDBG PUBLIC SERVICES**  
**Attachments and Supplemental Questions**

Name of Organization: Mount Bethel Human Services Corporation

1. Describe your organization's experience in administering programs funded by Community Development Block Grant (CDBG). (Limit 3500 characters or 500 words)

Mount Bethel Human Services has administered programs under the CDBG for many years. We have provided a number of different services through the Family Resource Center such as: childcare subsidy, parenting classes, food pantry, case management and referral, employability workshops, and job placement. Recipients of the services are able to easily access the services because we are located in the heart of the designated service area.

2. What is the organization's **annual budget** for the most recently completed fiscal year?  
 \$ 819,216.42.

3. Please disclose your current funding sources in the table provided below.

Funding Source	Current Amount	Comment on Outcome
CDBG: City of Fort Lauderdale	\$0.00	
Other CDBG :Please identify Municipality below	\$	
Other Local Government Funding. Please identify type below	\$	
State Funding	\$749,749.95	Subcontracted through various entities
Federal Funding	\$	
Private Funding	\$69,466.47	

4. Within the last five years, please list the fiscal years your organization received CDBG funds. Please state the fiscal year/s, list municipality and the amounts received.

☐ Our organization has not received CDBG funding in the last five years

CDBG Fiscal Years Begin with the most current fiscal year and Municipality (i.e., Fort Lauderdale, Hollywood)	Total CDBG Award
Example: FY 16-17 City of Fort Lauderdale	\$25,000
FY 15-16 City of Fort Lauderdale	\$220,000
FY 16-17 City of Fort Lauderdale	\$200,000
	\$
	\$
	\$
	\$
	\$



# A1

IRS Letter confirming the Organization's tax exempt status  
(non-profit or for-profit)

P. O. BOX 2508  
CINCINNATI, OH 45201

Date: **JUN 21 2012**

MOUNT BETHEL HUMAN SERVICES  
CORPORATION INC  
C/O HATTIE MCDOWELL  
901 NW 11TH AVENUE  
FORT LAUDERDALE, FL 33311

Employer Identification Number:  
65-0412414  
DLN:  
17053300339001  
Contact Person:  
HENRY F SHAMBURGER ID# 31472  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
October 25, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

# A2

Verification registered and “Active” with System for  
Award Management (SAM)

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)[Learn About Registration Status](#)[How do I start a registration?](#)[What is Draft status?](#)[What is Work in Progress status?](#)[What is Submitted status?](#)[What is Active status?](#)[What is Expired status?](#)[What ID?](#)[What if my entity fails TIN validation?](#)[What if my entity fails CAGE Code validation?](#)[What if I still need help?](#)[What's Next?](#)[Find Your Registration in SAM](#)

## SAM Status Tracker

### Check Entity Registration Status

#### Page Description

You can quickly check an entity's registration status in SAM by entering a DUNS Number or CAGE Code. The SAM Status Tracker will show you the current status of the entity associated with that DUNS Number or CAGE Code, as well as tell you what steps are left to complete based on why they are registering.

The SAM Status Tracker uses seven circles to represent steps in the registration process: Core Data, Assertions, Reps & Certs, POCs, Submit, Processing, and Active. Visual indicators in the circles, text underneath the circles, a status message in bold above the circles and user messaging combine to give the registration status.

You will only see the registration status for publicly-searchable registration records in the SAM Status Tracker. Federal government users must log into SAM and search for non-public records.

#### Use the SAM Status Tracker Now

Check registration status by typing in a DUNS Number.

DUNS Number  Plus 4 (Optional)

Or, check registration status by typing in a CAGE Code.

CAGE Code

Mount Bethel Human Svcs Corp

Status: Active

Your registration was activated on Jan 13, 2017. It expires on Jan 13, 2018 which is one year after you submitted it for processing.



**Core Data**  
Completed



**Assertions**  
Not Required



**Reps & Certs**  
Not Required



**POCs**  
Completed



**Submit**  
Completed



**Processing**  
Completed



**Active**  
Completed

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW4



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

# A3

Signed W9 form

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Mount Bethel Human Services Corporation, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1100 W. Sunrise Blvd.</b>	Requester's name and address (optional) <b>City of Fort Lauderdale 914 Sistrunk, 1st Floor Fort Lauderdale, FL 33311</b>
6 City, state, and ZIP code <b>Fort Lauderdale, FL 33311</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
6	5		-	0	4	1	2	4	1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

2/14/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# A4

Occupational License (*if required by the City, County, State  
or Federal Government*)



**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION**  
**BUSINESS TAX YEAR 2017-2018**

100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
(954) 828-5195



Business ID: 1701161 Business Name: MOUNT BETHEL HUMAN SERVICES  
Business Address: 1100 W SUNRISE BLVD  
Tax Category: COUNSELING Tax#: 748669 Fee:

MOUNT BETHEL HUMAN SERVICES

1100 W SUNRISE BLVD  
FORT LAUDERDALE, FL 33311

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 1701161  
Tax Number: 748669  
Business Name: MOUNT BETHEL HUMAN SERVICES  
Business Address: 1100 W SUNRISE BLVD  
Business Contact: GLOVER, C.E

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email [businesstax@fortlauderdale.gov](mailto:businesstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

**BUSINESS TAX DIVISION**  
100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
Phone (954)828-5195 | Fax (954)828-5881  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

# A5

Articles of Incorporation: MUST specify purpose of agency that complies with requirements, along with the specific service area if not specified in By-Laws

**MOUNT BETHEL HUMAN SERVICES CORPORATION, INCORPORATED  
CONSTITUTION AND BYLAWS**

**ARTICLE I**

**Name and Principle Office**

**Section 1**

This body shall be known as the MOUNT BETHEL HUMAN SERVICES CORPORATION, INC., (MBHSC).

**Section 2**

The Board of Directors of the MBHSC is the proper body to carry out the purpose and objectives set forth within the Bylaws, and is the policy making body of the Corporation.

**Section 3**

The principle office for the transaction of business shall take place at a location deemed necessary by the board.

**ARTICLE II**

**Mission, Purpose and Objectives**

**Section 1**

**Mission Statement:**

It is the mission of the Mount Bethel Human Services Corporation, Inc. to help at-risk families make better choices, by providing them with the necessary tools, so that they can live better lives.

**Section 2**

The purpose and objectives of the MBHSC shall be:

1. To provide services and human resource development that enhance the quality of life for persons within the community at large
2. To enable persons to have access to a broad range of needed social, economic and educational services by establishing a coordinated delivery system of resources within a given setting
3. To expand the opportunities available to persons by furthering the development of knowledge, skills, and/or housing accommodations
4. To administer and perform such other functions as deemed necessary or desirable to carry out the mission of the Corporation directly or indirectly

**ARTICLE III**  
**Board of Directors**

**Section 1**

The activities, property and affairs of the Corporation shall be managed by the Board of Directors which is empowered to exercise all such powers of the Corporation and to do all such lawful acts and things as are authorized by law, by the Corporation's Certificate of Incorporation or Bylaws. To the extent permitted by law, the Board of Directors may delegate power and authority in the exercise of its duties and responsibilities to its elected and duly appointed committees, and to its duly appointed officers or employees or qualified agents.

**Section 2**

The Board of Directors for the MBHSC shall be constituted by a minimum of seven members and a maximum of twenty five.

**Section 3**

The Board of Directors shall meet monthly, beginning with the month of July and ending in June of the fiscal year. No board meetings will be held in the month of December unless there is a need for a special meeting. The meetings shall be held at a time and place determined by the board.

**Section 4**

Attendance shall be verified by roll call. Members may be excused by notifying the Secretary prior to the meeting. Members absent from three consecutive meetings without proper notification of just cause shall be terminated.

**Section 5**

Special meetings of the Board shall be called by the President or Chairman. Attendance can be either by conference call or in person for such special meeting(s).

**Section 6**

Board members shall be notified of the meeting date, time and place, by mail, e-mail, telephone or fax at least three days prior to the meeting.

**ARTICLE III**  
**Board of Directors cont.**

**Section 7**

The order of business shall be established by the Chairman or the designee and

shall include:

1. Roll Call
2. Prayer
3. Adoption of Previous Meeting Minutes
4. Executive Director Report
5. Treasurer's Report
6. Reports from Standing Committees
7. Reports from Special Committees
8. Old Business
9. New Business
10. Election of Officers (when in order)
11. Adjournment

## **Section 8**

The Board of Directors shall be responsible for implementing all provisions of these Bylaws and making recommendations in respect to achieving the purpose and objectives of the Corporation. Board responsibilities shall include:

1. Overseeing the business of the Corporation
2. Creating committees and approving committee plans
3. Approving all budgets
4. Approving amendments to Bylaws
5. Supporting the Corporation's compliance with conditions of all grants
6. Support MBHSC fundraising activities/initiatives
7. Each Board member shall be responsible for an annual Board assessment, which will be determined in July
8. Assure compliance with the Sarbanes-Oxley or any other legislation that would affect the Corporation
9. Ensure compliance of all Human Resources laws thru periodic training of all employees (no less than annually)
10. Any other powers necessary to carry out the purpose and objectives of the Corporation

## **ARTICLE III**

### **Board of Directors cont.**

## **Section 9**

The Board of Directors shall have the authority to:

1. Determine overall program plans and monitor all program policies and standards which the Corporation administers
2. Select other committees deemed appropriate for the Board
3. Determine the fiscal matters of the Corporation

## **ARTICLE IV**

### **Membership**

## **Section 1**

Membership in the Corporation shall be limited to the Board of Directors of the MBHSC and any person who agrees to act in accordance with the purpose and objectives of MBHSC by a nomination and the approval of the Board.

## **Section 2**

Each new member must attend membership orientation and join at least one committee.

## **Section 3**

The Board of Directors, by a majority vote, shall for just cause, expel, suspend or remove from membership, any member of the MBHSC.

## **Section 4**

A membership year shall cover twelve consecutive months. The fiscal year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each calendar year.

# **ARTICLE V Quorum**

## **Section 1**

At least one-half +1 of the Board of Directors must be present at a Board meeting to constitute a quorum. A meeting cannot be called to order unless a quorum is established. In the event a quorum is not established, unofficial business can be conducted.

# **ARTICLE VI Proxy Voting**

## **Section 1**

Proxy voting by any member shall be prohibited at meetings. The term "Proxy" shall include either a person who substitutes or attempts to vote for an absent member, or any document, statement or other written manifestation by which the absent member attempts to register a vote without actual, physical presence at a meeting.

# **ARTICLE VII Election of Officers**

## **Section 1**

Members that have been in good standing for at least one membership year immediately preceding the election, shall be eligible to be nominated for office in the Corporation.

## **Section 2**

The officers of the MBHSC shall be elected by majority vote of no less than a quorum of the Corporation. The officers shall be:

Chairman  
Vice Chairman  
Secretary  
Treasurer  
Chaplain

### **Section 3**

The election of officers shall be held in June at the annual meeting. New officers shall begin their term of office on July 1<sup>st</sup>.

## **ARTICLE VIII Term of Office**

### **Section 1**

The term of office for the Board of Directors shall commence upon the effective date of election/installation. The term shall be a two year term of office. No person elected shall serve in the same capacity on the Board for more than two consecutive terms.

## **ARTICLE IX Duties of Officers**

### **Section 1**

The Chairman of the Board shall preside at all meetings of the Board of Directors and shall appoint all committee chairmen, except the chairmen of the Nominating Committee, the Auditing Committee and the Membership Committee. The Chairman of the Board shall be an ex-officio member of all committees except the Nominating Committee.

### **Section 2**

The Vice Chairman shall be vested with all the powers of the Chairman and shall perform all duties in the absence of the Chairman. The Vice Chairman shall maintain an accurate record of the names, addresses and phone numbers of all Board members and shall perform other duties requested by the Chairman and/or the Board of Directors.

### **Section 3**

The Secretary shall serve as the recorder for the Board of Directors. The Secretary shall keep on file all committee reports; maintain all Corporation records (except financial); keep a list of the active membership; distribute the minutes of the previous meeting. The Secretary shall give proper notice of all meetings of the Board; and shall perform other duties requested by the Chairman and/or the Board of Directors.

#### **Section 4**

The Treasurer shall interpret the financial statement to the Board of Directors on a monthly basis and shall review the financial statements of the Corporation for the annual audit. The Treasurer shall perform other duties requested by the Chairman and/or Board of Directors.

#### **Section 5**

The Chaplain shall be responsible for the spiritual care of the Corporation. The Chaplain shall conduct opening prayer at all meetings of the Board and shall perform other duties requested by the Chairman and/or Board of Directors.

#### **Section 6**

All Officers shall:

1. Perform the duties outlined in these Bylaws in addition to those prescribed in the Parliamentary Authority adopted by the Corporation
2. Deliver to the incoming Chairman all Corporation documents in their possession or under their control prior to leaving office

### **ARTICLE IX Duties of Officers cont.**

#### **Section 7**

The President shall be the Chief Executive Officer of the Corporation. He shall have general supervision, direction and control of the business of the Corporation. He shall attend meetings of the Board of Directors and serve as the representative of the Corporation.

#### **Section 8**

The Executive Director shall be the administrative officer and the spokesman for the Corporation. The Executive Director's duties shall include:

1. General management and supervision of the staff
2. Recommending plans of work
3. Conducting the day-to-day business of the Corporation.

### **ARTICLE X Vacancy**

#### **Section 1**

Any office vacated on the Board for any reason shall be filled within three months.

## **ARTICLE XI Nominating Committee**

### **Section 1**

At least 60 days prior to the annual meeting at which officers are to be elected, the members of the Nominating Committee shall be appointed by the Board of Director. The committee shall consist of three members.

### **Section 2**

The Nominating Committee shall prepare a list of nominees for office, having secured qualifications and consent to serve, if elected.

### **Section 3**

At least two weeks before the election, the Nominating Committee shall submit to the Chairman of the Board and the Secretary the names nominated for each office to be filled. The Secretary shall provide the list of nominees and the meeting notice to each member of the Corporation.

### **Section 4**

The Nominating Committee shall also serve as the committee on vacancies to fill any offices becoming vacant during the membership year.

## **ARTICLE XII Auditing Committee**

### **Section 1**

The Auditing Committee shall have the financial records of the Corporation audited by an independent CPA at the end of the fiscal year, or at other times as deemed necessary by the Board. The Committee will make a report of its findings to the Board of Directors.

### **Section 2**

The Auditing Committee shall be appointed by the Board of Directors. The Committee shall consist of a minimum of three members.

## **ARTICLE XIII Standing Committees**

### **Section 1**

The Standing Committees Chairman will be appointed by the Chairman of the Board MBHSC.

## **Section 2**

The term for each Chairman shall be one year, unless appointed for an additional term.

## **ARTICLE XIV Execution of Instruments**

### **Section 1**

Except as the Board shall authorize in some other manner, the President or Executive Director or Board of Directors Treasurer shall execute contracts, agreements and other documents, including instruments of monetary/negotiable value for the Corporation upon approval of the Board of Directors.

## **ARTICLE XV Dissolution of Assets**

### **Section 1**

Assets provided to MBHSC shall be given as a permanent loan for the duration of the Corporation.

### **Section 2**

If the Corporation is dissolved for any reason, the Board of Directors shall first comply with requirements relating to the disposition of property inventory/assets purchased through an alternative funding source.

### **Section 3**

The remaining property inventory/assets will revert to the Corporation, and the Board of Directors shall vote as to the specific disposition.

### **Section 4**

The final disposition of the remaining property inventory/assets of the Corporation shall be turned over to one or more Corporations which themselves are exempt from federal income tax as described in 501 © (3) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue law, or to the federal, state, or local government for exclusively public purposes.

## **ARTICLE XVI Conflict of Interest; Employment; Recall; Hearings**

### **Section 1**

A conflict of interest shall exist when any member may be called upon to consider a matter in which he, as set forth in the Bylaws, has a direct or indirect pecuniary interest.

## **Section 2**

The Corporation shall be authorized and empowered to pay reasonable compensation, and reimburse reasonable expenses incurred, for consultant and legal services rendered and to make payments and distributions in furtherance of the purpose set forth in Article II of the Bylaws.

## **Section 3**

Any member of the Board who wishes to apply for employment with the Human Services Corporation may do so; however, work performed as an employee must be distinctly different from duties specified as an officer of the Board.

## **Section 4**

A petition for recall of any Board Member charged with an offense or conduct not in the best interest of the Corporation or that prevents or impedes the delivery of service shall be brought before the Board for discussion and/or action.

## **Section 5**

Any member may be terminated by the Board upon recommendation of the Board of Directors, if that member's action is in violation of the concept, purpose and objectives of the Human Services Corporation or is an attempt to dismantle the Corporation.

# **ARTICLE XVI**

## **Conflict of Interest; Employment; Recall; Hearings      cont.**

## **Section 6**

All petitions for recall or charges of conflict of interest against a member of the Board shall be submitted in writing to the Chairman, with a copy to the charged member.

## **Section 7**

Determination that such a violation occurred shall only be made by a two-thirds vote of the members of the Board present at a meeting where a quorum is in attendance.

## **Section 8**

1. The Chairman shall schedule a formal hearing by the Board no earlier than two weeks following receipt of the petition or the charges
2. The charged member shall be entitled to file with the Chairman of the Board, a written answer to all charges against him at least five days prior to the date

- of the scheduled hearing. A determination by a member not to file a written answer shall be considered as an admission of the charges
3. At the hearing, a charged member may be represented by counsel to present witnesses and evidence on his behalf, and to review evidence and question all persons presented to substantiate the charges
  4. If no written answer to the charges is received, the Board of Directors shall carry out the removal of the member's name from the membership book. All member privileges and activities with the Corporation shall cease

## **ARTICLE XVII**

### **Board Travel Regulations**

#### **Section 1**

Board members may be requested to travel on behalf of the Corporation. The Board shall approve travel requisitions for Board members and designate the appropriate attendee to represent the Corporation. All payments for travel by the Board members, must be supported by properly approved invoices covering all travel expenses.

## **ARTICLE XVIII**

### **Indemnification**

#### **Section 1**

Any person and the heirs, administrators, executors of such person made or threatened to be made party to any action, civil or criminal, by reason of being or having been a Board member, officer, or member of the Corporation, or by reason of serving in any other Corporation at the request of this Corporation, shall be indemnified to the extent permitted by the laws of the State of Florida and in the manner prescribed therein.

## **ARTICLE XIX**

### **Amending the Bylaws**

#### **Section 1**

All matters of importance pertaining to the Constitution and Bylaws or the structure of the MBHSC will require a second reading.

#### **Section 2**

It shall be the official policy of the Board that all proposed changes and/or amendments to the Bylaws shall be presented to the Board of Directors for consideration and recommendation to the Board for action at a special meeting.

#### **Section 3**

These Bylaws or amendments to the Bylaws shall become effective immediately upon ratification by the Board of Directors.

## **ARTICLE XX**

### **Rules of Order**

#### **Section 1**

Robert's Rules of Order Newly Revised shall govern all matters not provided for in the Constitution and Bylaws of the MBHSC

## **ARTICLE XXI**

### **Local, State, or Federal Regulations**

#### **Section 1**

Nothing in these Bylaws may be constructed or applied in a manner to contravene applicable local, state, or federal regulations.

# A6

**By-Laws: MUST specify purpose of agency that complies with requirements, along with the specific service area if not specified in Articles of Incorporation**

**MOUNT BETHEL HUMAN SERVICES CORPORATION, INCORPORATED  
CONSTITUTION AND BYLAWS**

**ARTICLE I**

**Name and Principle Office**

**Section 1**

This body shall be known as the MOUNT BETHEL HUMAN SERVICES CORPORATION, INC., (MBHSC).

**Section 2**

The Board of Directors of the MBHSC is the proper body to carry out the purpose and objectives set forth within the Bylaws, and is the policy making body of the Corporation.

**Section 3**

The principle office for the transaction of business shall take place at a location deemed necessary by the board.

**ARTICLE II**

**Mission, Purpose and Objectives**

**Section 1**

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**Mission Statement:**

It is the mission of the Mount Bethel Human Services Corporation, Inc. to help at-risk families make better choices, by providing them with the necessary tools, so that they can live better lives.

**Section 2**

The purpose and objectives of the MBHSC shall be:

1. To provide services and human resource development that enhance the quality of life for persons within the community at large
2. To enable persons to have access to a broad range of needed social, economic and educational services by establishing a coordinated delivery system of resources within a given setting
3. To expand the opportunities available to persons by furthering the development of knowledge, skills, and/or housing accommodations
4. To administer and perform such other functions as deemed necessary or desirable to carry out the mission of the Corporation directly or indirectly

**ARTICLE III**  
**Board of Directors**

**Section 1**

The activities, property and affairs of the Corporation shall be managed by the Board of Directors which is empowered to exercise all such powers of the Corporation and to do all such lawful acts and things as are authorized by law, by the Corporation's Certificate of Incorporation or Bylaws. To the extent permitted by law, the Board of Directors may delegate power and authority in the exercise of its duties and responsibilities to its elected and duly appointed committees, and to its duly appointed officers or employees or qualified agents.

**Section 2**

The Board of Directors for the MBHSC shall be constituted by a minimum of seven members and a maximum of twenty five.

**Section 3**

The Board of Directors shall meet monthly, beginning with the month of July and ending in June of the fiscal year. No board meetings will be held in the month of December unless there is a need for a special meeting. The meetings shall be held at a time and place determined by the board.

**Section 4**

Attendance shall be verified by roll call. Members may be excused by notifying the Secretary prior to the meeting. Members absent from three consecutive meetings without proper notification of just cause shall be terminated.

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**Section 5**

Special meetings of the Board shall be called by the President or Chairman. Attendance can be either by conference call or in person for such special meeting(s).

**Section 6**

Board members shall be notified of the meeting date, time and place, by mail, e-mail, telephone or fax at least three days prior to the meeting.

**ARTICLE III**  
**Board of Directors cont.**

**Section 7**

The order of business shall be established by the Chairman or the designee and

shall include:

1. Roll Call
2. Prayer
3. Adoption of Previous Meeting Minutes
4. Executive Director Report
5. Treasurer's Report
6. Reports from Standing Committees
7. Reports from Special Committees
8. Old Business
9. New Business
10. Election of Officers (when in order)
11. Adjournment

## **Section 8**

The Board of Directors shall be responsible for implementing all provisions of these Bylaws and making recommendations in respect to achieving the purpose and objectives of the Corporation. Board responsibilities shall include:

1. Overseeing the business of the Corporation
2. Creating committees and approving committee plans
3. Approving all budgets
4. Approving amendments to Bylaws
5. Supporting the Corporation's compliance with conditions of all grants
6. Support MBHSC fundraising activities/initiatives
7. Each Board member shall be responsible for an annual Board assessment, which will be determined in July
8. ~~Assure compliance with the Sarbanes-Oxley or any other~~
9. Ensure compliance of all Human Resources laws thru periodic training of all employees (no less than annually)
10. Any other powers necessary to carry out the purpose and objectives of the Corporation

## **ARTICLE III**

### **Board of Directors cont.**

## **Section 9**

The Board of Directors shall have the authority to:

1. Determine overall program plans and monitor all program policies and standards which the Corporation administers
2. Select other committees deemed appropriate for the Board
3. Determine the fiscal matters of the Corporation

## **ARTICLE IV**

### **Membership**

## **Section 1**

Membership in the Corporation shall be limited to the Board of Directors of the MBHSC and any person who agrees to act in accordance with the purpose and objectives of MBHSC by a nomination and the approval of the Board.

## **Section 2**

Each new member must attend membership orientation and join at least one committee.

## **Section 3**

The Board of Directors, by a majority vote, shall for just cause, expel, suspend or remove from membership, any member of the MBHSC.

## **Section 4**

A membership year shall cover twelve consecutive months. The fiscal year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each calendar year.

# **ARTICLE V Quorum**

## **Section 1**

At least one-half +1 of the Board of Directors must be present at a Board meeting to constitute a quorum. A meeting cannot be called to order unless a quorum is established. ~~In the event a quorum is not established, unofficial~~ business can be conducted.

# **ARTICLE VI Proxy Voting**

## **Section 1**

Proxy voting by any member shall be prohibited at meetings. The term "Proxy" shall include either a person who substitutes or attempts to vote for an absent member, or any document, statement or other written manifestation by which the absent member attempts to register a vote without actual, physical presence at a meeting.

# **ARTICLE VII Election of Officers**

## **Section 1**

Members that have been in good standing for at least one membership year immediately preceding the election, shall be eligible to be nominated for office in the Corporation.

## **Section 2**

The officers of the MBHSC shall be elected by majority vote of no less than a quorum of the Corporation. The officers shall be:

Chairman  
Vice Chairman  
Secretary  
Treasurer  
Chaplain

### **Section 3**

The election of officers shall be held in June at the annual meeting. New officers shall begin their term of office on July 1<sup>st</sup>.

## **ARTICLE VIII Term of Office**

### **Section 1**

The term of office for the Board of Directors shall commence upon the effective date of election/installation. The term shall be a two year term of office. No person elected shall serve in the same capacity on the Board for more than two consecutive terms.

## **ARTICLE IX Duties of Officers**

### **Section 1**

The Chairman of the Board shall preside at all meetings of the Board of Directors and shall appoint all committee chairmen, except the chairmen of the Nominating Committee, the Auditing Committee and the Membership Committee. The Chairman of the Board shall be an ex-officio member of all committees except the Nominating Committee.

### **Section 2**

The Vice Chairman shall be vested with all the powers of the Chairman and shall perform all duties in the absence of the Chairman. The Vice Chairman shall maintain an accurate record of the names, addresses and phone numbers of all Board members and shall perform other duties requested by the Chairman and/or the Board of Directors.

### **Section 3**

The Secretary shall serve as the recorder for the Board of Directors. The Secretary shall keep on file all committee reports; maintain all Corporation records (except financial); keep a list of the active membership; distribute the minutes of the previous meeting. The Secretary shall give proper notice of all meetings of the Board; and shall perform other duties requested by the Chairman and/or the Board of Directors.

## **Section 4**

The Treasurer shall interpret the financial statement to the Board of Directors on a monthly basis and shall review the financial statements of the Corporation for the annual audit. The Treasurer shall perform other duties requested by the Chairman and/or Board of Directors.

## **Section 5**

The Chaplain shall be responsible for the spiritual care of the Corporation. The Chaplain shall conduct opening prayer at all meetings of the Board and shall perform other duties requested by the Chairman and/or Board of Directors.

## **Section 6**

All Officers shall:

1. Perform the duties outlined in these Bylaws in addition to those prescribed in the Parliamentary Authority adopted by the Corporation
2. Deliver to the incoming Chairman all Corporation documents in their possession or under their control prior to leaving office

## **ARTICLE IX Duties of Officers cont.**

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## **Section 7**

The President shall be the Chief Executive Officer of the Corporation. He shall have general supervision, direction and control of the business of the Corporation. He shall attend meetings of the Board of Directors and serve as the representative of the Corporation.

## **Section 8**

The Executive Director shall be the administrative officer and the spokesman for the Corporation. The Executive Director's duties shall include:

1. General management and supervision of the staff
2. Recommending plans of work
3. Conducting the day-to-day business of the Corporation.

## **ARTICLE X Vacancy**

## **Section 1**

Any office vacated on the Board for any reason shall be filled within three months.

**ARTICLE XI**  
**Nominating Committee**

**Section 1**

At least 60 days prior to the annual meeting at which officers are to be elected, the members of the Nominating Committee shall be appointed by the Board of Director. The committee shall consist of three members.

**Section 2**

The Nominating Committee shall prepare a list of nominees for office, having secured qualifications and consent to serve, if elected.

**Section 3**

At least two weeks before the election, the Nominating Committee shall submit to the Chairman of the Board and the Secretary the names nominated for each office to be filled. The Secretary shall provide the list of nominees and the meeting notice to each member of the Corporation.

**Section 4**

The Nominating Committee shall also serve as the committee on vacancies to fill any offices becoming vacant during the membership year.

**ARTICLE XII**  
**Auditing Committee**

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**Section 1**

The Auditing Committee shall have the financial records of the Corporation audited by an independent CPA at the end of the fiscal year, or at other times as deemed necessary by the Board. The Committee will make a report of its findings to the Board of Directors.

**Section 2**

The Auditing Committee shall be appointed by the Board of Directors. The Committee shall consist of a minimum of three members.

**ARTICLE XIII**  
**Standing Committees**

**Section 1**

The Standing Committees Chairman will be appointed by the Chairman of the Board MBHSC.

## **Section 2**

The term for each Chairman shall be one year, unless appointed for an additional term.

## **ARTICLE XIV Execution of Instruments**

### **Section 1**

Except as the Board shall authorize in some other manner, the President or Executive Director or Board of Directors Treasurer shall execute contracts, agreements and other documents, including instruments of monetary/negotiable value for the Corporation upon approval of the Board of Directors.

## **ARTICLE XV Dissolution of Assets**

### **Section 1**

Assets provided to MBHSC shall be given as a permanent loan for the duration of the Corporation.

### **Section 2**

If the Corporation is dissolved for any reason, the Board of Directors shall first comply with requirements relating to the disposition of property inventory/assets purchased through an alternative funding source.

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### **Section 3**

The remaining property inventory/assets will revert to the Corporation, and the Board of Directors shall vote as to the specific disposition.

### **Section 4**

The final disposition of the remaining property inventory/assets of the Corporation shall be turned over to one or more Corporations which themselves are exempt from federal income tax as described in 501 © (3) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue law, or to the federal, state, or local government for exclusively public purposes.

## **ARTICLE XVI Conflict of Interest; Employment; Recall; Hearings**

### **Section 1**

A conflict of interest shall exist when any member may be called upon to consider a matter in which he, as set forth in the Bylaws, has a direct or indirect pecuniary interest.

## **Section 2**

The Corporation shall be authorized and empowered to pay reasonable compensation, and reimburse reasonable expenses incurred, for consultant and legal services rendered and to make payments and distributions in furtherance of the purpose set forth in Article II of the Bylaws.

## **Section 3**

Any member of the Board who wishes to apply for employment with the Human Services Corporation may do so; however, work performed as an employee must be distinctly different from duties specified as an officer of the Board.

## **Section 4**

A petition for recall of any Board Member charged with an offense or conduct not in the best interest of the Corporation or that prevents or impedes the delivery of service shall be brought before the Board for discussion and/or action.

## **Section 5**

Any member may be terminated by the Board upon recommendation of the Board of Directors, if that member's action is in violation of the concept, purpose and objectives of the Human Services Corporation or is an attempt to dismantle the Corporation.

# **ARTICLE XVI**

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## **Conflict of Interest; Employment; Recall; Hearings      cont.**

### **Section 6**

All petitions for recall or charges of conflict of interest against a member of the Board shall be submitted in writing to the Chairman, with a copy to the charged member.

### **Section 7**

Determination that such a violation occurred shall only be made by a two-thirds vote of the members of the Board present at a meeting where a quorum is in attendance.

### **Section 8**

1. The Chairman shall schedule a formal hearing by the Board no earlier than two weeks following receipt of the petition or the charges
2. The charged member shall be entitled to file with the Chairman of the Board, a written answer to all charges against him at least five days prior to the date

- of the scheduled hearing. A determination by a member not to file a written answer shall be considered as an admission of the charges
3. At the hearing, a charged member may be represented by counsel to present witnesses and evidence on his behalf, and to review evidence and question all persons presented to substantiate the charges
  4. If no written answer to the charges is received, the Board of Directors shall carry out the removal of the member's name from the membership book. All member privileges and activities with the Corporation shall cease

## **ARTICLE XVII**

### **Board Travel Regulations**

#### **Section 1**

Board members may be requested to travel on behalf of the Corporation. The Board shall approve travel requisitions for Board members and designate the appropriate attendee to represent the Corporation. All payments for travel by the Board members, must be supported by properly approved invoices covering all travel expenses.

## **ARTICLE XVIII**

### **Indemnification**

#### **Section 1**

Any person and the heirs, administrators, executors of such person made or ~~threatened to be made party to any action, civil or criminal, by reason of being or~~ having been a Board member, officer, or member of the Corporation, or by reason of serving in any other Corporation at the request of this Corporation, shall be indemnified to the extent permitted by the laws of the State of Florida and in the manner prescribed therein.

## **ARTICLE XIX**

### **Amending the Bylaws**

#### **Section 1**

All matters of importance pertaining to the Constitution and Bylaws or the structure of the MBHSC will require a second reading.

#### **Section 2**

It shall be the official policy of the Board that all proposed changes and/or amendments to the Bylaws shall be presented to the Board of Directors for consideration and recommendation to the Board for action at a special meeting.

#### **Section 3**

These Bylaws or amendments to the Bylaws shall become effective immediately upon ratification by the Board of Directors.

## **ARTICLE XX Rules of Order**

### **Section 1**

Robert's Rules of Order Newly Revised shall govern all matters not provided for in the Constitution and Bylaws of the MBHSC

## **ARTICLE XXI**

### **Local, State, or Federal Regulations**

#### **Section 1**

Nothing in these Bylaws may be constructed or applied in a manner to contravene applicable local, state, or federal regulations.

# A7

Proof of zoning from the municipality (*to ensure your project is zoned for its location*)



May 13, 2016

Marie A. Wells  
Mount Bethel Human Services Corporation  
1004 NW 1<sup>st</sup> Street, Suite 3  
Fort Lauderdale, FL 33311

RE: Folio #: 504204010090, 1004 NW 1<sup>st</sup> Street # 3

Dear Marie:

We have reviewed our records with respect to the current zoning of the above referenced property and can confirm that it is zoned as **B-3 (Heavy Commercial/Light Industrial Business)**.

Attached is a copy of the permitted uses allowed in the **B-3** zoning district and a map of the abutting zoning districts. Any permitted or conditional uses indicated herein, are subject to all requirements of the Unified Land Development Regulations (ULDR) including Section 47-24, Development Permits and Procedures. The issuance of this letter by the City does not exempt the subject site from the approval process as required by the ULDR. The Future Land-Use Designation for this property is NW Regional Activity Center.

Please note that this property is located in the Fort Lauderdale Airport buffer zone and may be subject to Federal Aviation review.

Please feel free to contact me at 954-828-5868 if you require additional assistance in this regard.

Sincerely,

Eric P. Engmann  
Assistant Zoning Administrator

EPE/lc  
Enclosures

# A8

Board of Director Resolution on agency letterhead  
authorizing the submission of the CDBG  
application for specific CBDO purpose



Mount Bethel Human Services Corporation  
*Building Families, Changing Lives*

## RESOLUTION OF BOARD DIRECTORS

I, Mozell Battle, Secretary of MOUNT BETHEL HUMAN SERVICES CORPORATION, INC., certify:

That, at a meeting of the Board of Directors of MOUNT BETHEL HUMAN SERVICES CORPORATION, INC., DULY CALLED AND HELD AT ITS OFFICE LOCATED AT 1100 W Sunrise Blvd., Fort Lauderdale, Florida 33311 on February 6, 2018, the following resolution was unanimously adopted by the Board of Directors:

"Resolved, that the following officers of the Corporation, Dr. C. E. Glover-President/CEO and Dr. Rosby L. Glover-Executive Director, are individually authorized to submit applications to the City of Fort Lauderdale CDBG for the CBDO and enter into and execute contracts for services to be provided by the Corporation to the City of Fort Lauderdale.

IN WITNESS WHEREOF, I have set my hand and seal, and the seal of said Corporation, in the City of Fort Lauderdale, State of Florida, on this 6<sup>th</sup> Day of February, 2018.

  
\_\_\_\_\_, Secretary  
Name

In the presence of:

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

# A9

Proof of address from where agency will administer the  
program (e.g. deed, lease, etc.)

## RETAIL LEASE

### I. SUBJECTS REFERRED TO

1.1 Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Paragraph 1.

Date of this Lease: February 3/1 2017.

Property: The mixed use center located at 1100-1150 Sunrise Boulevard, Fort Lauderdale, Florida, including all buildings located or to be located therein, as described in the legal description of attached hereto as Exhibit A.

Demised Premises: An area on the first floor of the Property, known as Space #1124, substantially as shown on Exhibit B.

Demised Premises Rentable Area: Approximately 4,113 square feet.

Landlord: Value Store It Sunrise, LLC

Original Address of Landlord: 5803 NW 151<sup>st</sup> Street  
Suite 207  
Miami Lakes, Florida 33014

Tenant: Mount Bethel Human Services, Inc.

Original Address of Tenant: 901 NW 11<sup>th</sup> Ave.  
Fort Lauderdale, Fl. 33311

Original Term: Three (3) years and two (2) months, running from the Commencement Date through the Termination Date.

Options to Renew: Two (2) periods of three (3) years each to extend the Original Term in accordance with Section 4 hereof.

Commencement Date: March 1, 2017.

Termination Date: April 30, 2020.

Rent Commencement Date: May 1, 2017.

Base Rent:	As set forth in Exhibit C attached hereto.	
Security Deposit:	\$6,371.64.	
Current Monthly Payment:	\$ 5,141.25	Base Rent
	\$ 1,045.39	Operating Costs/Insurance Costs/Taxes
	\$ 185.00	Utilities (Electric)
	\$ 0	Sales Tax
	\$ 6,371.64	Total Monthly Payment

Such amount to be subject to change from time to time due to (i) increases in Base Rent as per the Rent Schedule located in Exhibit C, (ii) variations in Operating Costs and Utilities, and (iii) changes in the tax rates.

Permitted Uses: Operation of agency and related office uses.

Broker: Southern Management and Development L.P.

1.2 The Exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease.

EXHIBIT A	Legal Description
EXHIBIT B	Site Plan
EXHIBIT C	Base Rent

## 2. DEMISE

2.1 In consideration of the components herein contained, Landlord does hereby lease to Tenant the Demised Premises, excluding exterior faces of exterior walls, the common stairways, stairwells, escalators, elevators and elevator shafts, and pipes, ducts, conduits, wires and appurtenant fixtures serving exclusively or in common other parts of the Property.

2.2 Tenant shall have, as appurtenant to the Demised Premises, rights to use in common, subject to reasonable rules of general applicability to tenants of the Property from time to time made by Landlord of which Tenant is given notice: (a) the common pipes, ducts, conduits, wires and appurtenant fixtures serving the Demised Premises, (b) common parking areas, and (c) common walkways and driveways necessary for access to the Demised Premises and the Property.

2.3 Landlord reserves the right from time to time, without material interference with use of the Premises and without reduction in the size of the Premises: (a) to install, use, maintain, repair, replace and relocate for service to the Demised Premises and other parts of the Property, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Demised Premises or Property, and (b) to alter or relocate any other common facility.

3. TERM. The term (the "Original Term") shall begin on the Commencement Date and continue until the Termination Date, unless sooner terminated as hereinafter provided.

4. EXTENSION TERMS

4.1 Provided Tenant is not in default hereof at the time it exercises such option or at the expiration of the Original Term, Tenant shall have two (2) options to extend the Original Term for a period of three (3) years each. The extension options (each, an "Extension Option") shall be for the period commencing on the day after the last day of the Original Term, or the first Extension Option, as the case may be, and terminating at midnight on the third (3<sup>rd</sup>) anniversary thereof (each, an "Extension Term"). In order to exercise an Extension Option, Tenant shall give written notice to Landlord of the exercise thereof not later than the date which is nine (9) months prior to the last day of the Original Term. In exercising an Extension Option hereunder, Tenant acknowledges that time is of essence. If Tenant fails to exercise an Extension Option on or before the applicable exercise date, Tenant shall be deemed to have waived all of its rights with respect to such option and any additional options thereafter.

4.2 If an Extension Option is duly exercised as aforesaid, the term of this Lease shall be automatically extended for the applicable Extension Term upon all of the same terms and conditions as set forth in this Lease except that (i) Base Rent shall be as detailed in Exhibit B attached hereto, and (ii) Tenant shall have no right to any additional extension terms. In the event an Extension Option is duly exercised, all references contained in this Lease to the "Term" or "term" hereof, whether by number of years or number of months, shall be construed to refer to the Original Term and the Extension Term(s).

5. RENT. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord Base Rent at the rate set forth in Exhibit C, payable in advance in monthly installments, without offset or reduction of any kind, on the first day in each calendar month, the first full monthly payment to be made upon Tenant's execution of this Lease. All payments shall be made to Landlord at Landlord's Original Address, or at such other place as Landlord shall from time to time in writing designate. In addition, Tenant covenants to pay, as additional rent, all other sums due and payable under this Lease ("Additional Rent"). All sums due hereunder, including Base Rent and Additional Rent, are collectively referred to herein as "Rent" or "rent", and shall be paid by Tenant without offset or other credit in lawful money of the United States. Tenant's obligations to pay Rent are covenants independent of Landlord's obligations under this Lease.

6. PERCENTAGE RENT – Intentionally Omitted.

7. TAXES

7.1 For purposes of this Lease, the term "Taxes" shall mean all taxes, assessments, betterments and other charges and impositions (including, but not limited to, fire protection service fees and similar charges) levied, assessed or imposed at any time during the term by any governmental authority upon or against the Property, or taxes in lieu thereof, and additional types of taxes to supplement real estate taxes due to legal limits imposed thereon. If, at any time during the term of this Lease, any tax or excise on rents or other taxes, however described, are levied or

assessed against Landlord with respect to the rent reserved hereunder, either wholly or partially in substitution for, or in addition to, real estate taxes assessed or levied on the Property, such tax or excise on rents shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, transfer, income or excess profits taxes assessed on Landlord. Taxes shall include any estimated payment made by Landlord on account of a fiscal tax period for which the actual and final amount of taxes for such period has not been determined by the governmental authority as of the date of any such estimated payment.

7.2 Tenant shall make such payments on account of Tenant's share of Taxes in accordance with the provisions of Section 8 hereof.

7.3 Tenant shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment, merchandise, and personal property of any kind owned, installed or used by Tenant in, on or upon the Demised Premises, and all alterations, changes and additions thereto. Where possible, the parties shall cause the foregoing to be assessed and billed separately from the tax bill for the Property. In the event any or all of the foregoing shall be assessed and taxed with the real estate taxes for the Property, Tenant shall pay to Landlord a share of such taxes as an additional Tenant Payment within thirty (30) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such real estate taxes and the portion thereof applicable to the foregoing.

7.4 Tenant, and not Landlord, shall pay, when due and payable, the Florida State Sales Tax and any other sales or excise tax or assessment now or hereafter levied or assessed upon or against Tenant's or Landlord's interest in the Tenant Payments to be paid under this Lease, or any portion thereof, or Landlord's interest in this Lease or its income therefrom. Such sales tax shall be paid to Landlord, who will remit same to the State of Florida. Should the appropriate taxing authority require that any such sales or excise tax and/or assessment be collected by Landlord for or on behalf of such taxing authority, then such sales or excise tax and/or assessment shall be paid by Tenant to Landlord as an additional Tenant Payment in accordance with the terms of any written notice from Landlord to Tenant to such effect. Should Tenant be exempt from the payment of any such sales taxes, this Section 7.5 shall be suspended from and after the date on which Landlord receives sufficient evidence to establish Tenant's exemption.

## 8. OPERATING COSTS

8.1 Tenant shall pay to Landlord, as Additional Rent, Tenant's share of the aggregate of all costs and expenses incurred by Landlord in connection with the operation, maintenance and management of the Property ("Operating Costs"). The term "Operating Costs" shall mean the aggregate of all costs and expenses incurred and deemed incurred with respect to the administration, repair, replacement, maintenance, operation, management, insuring, cleaning and servicing of the Property and including, without limitation, the following: Taxes, Insurance Costs, any and all costs and expenses incurred by Landlord for cleaning, repair, maintenance, operation and replacements of the common areas of the Property and the walkways providing all access and egress thereto, costs and expenses incurred by Landlord for decorating, marketing, maintenance, repair and replacement of exterior portions of the Property, including, without limitation, the roof, repaving and restriping of paved areas, snow removal, exterior lighting, landscaping, insurance, pest control services, and all costs and expenses incurred by Landlord for administrative and

management services (including, without limitation, professional advice and services, security services, and a management fee in an amount not to exceed five percent (5%) of Landlord's annual gross revenues) and the payroll and benefits of the maintenance and management staff as such relates to the Property, but excluding brokerage fees, special services rendered to other tenants and (subject to the following proviso) such portion of expenditures as are not properly chargeable against income; provided, however, that if, during the term of this Lease, Landlord shall make any Permitted Capital Expenditures (as defined below) the total amount of which is not properly includible in Operating Costs for the calendar year in which they were made, there shall nevertheless be included in such Operating Costs and in Operating Costs for each succeeding year the amount of the annual charge-off (determined as hereinafter provided) of such capital expenditures. Annual charge-off shall be determined by (i) dividing the original cost of the capital expenditure by the number of years of useful life of the capital item (The useful life shall be reasonably determined by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of acquisition of the capital item.); and (ii) adding to such quotient either the interest actually paid by Landlord in respect of any borrowings made to finance the acquisition of such capital item or, if Landlord has made no such borrowings, an interest factor based upon an interest rate reasonably determined by Landlord as being the interest rate then being charged for long-term mortgages by institutional lenders on like properties within the locality in which the Property is located. For purposes hereof, a "Permitted Capital Expenditure" shall be any expenditure of a capital nature which is either (i) incurred in order to allow the Property to conform to all laws, or (ii) contemplated in Landlord's reasonable judgment to reduce Operating Costs on an annual basis.

8.2 Tenant shall make such payments on account of Operating Costs on a monthly basis on the days on which Base Rent under Section 5 of this Lease is payable, commencing on the Commencement Date, in amounts reasonably estimated by Landlord, provided that Tenant's share of Operating Costs shall be \$1,045.39 per month (\$3.05 per square foot per year) for calendar year 2017. Subsequent to the expiration of any calendar year, Landlord shall have the right to adjust such monthly charge by the same percentage as that by which Operating Costs for the prior calendar year increased over the preceding year. If such calculation is not delivered to Tenant prior to January 1, then such increase shall be deemed retroactive to the applicable January 1, and Tenant shall promptly pay any unpaid increase upon receipt of an invoice therefor. In addition, Landlord shall have the right to adjust Tenant's share at any other time during the Term in the event of an unanticipated increase in Operating Costs.

9. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit in the amount set forth in Article 1 hereof upon the execution of this Lease by Tenant, which shall be held as security for Tenant's performance as herein provided and refunded to Tenant without interest at the end of this lease, subject to Tenant's satisfactory compliance with the conditions hereof. Tenant may not apply the security deposit to payment of the last month's rent. In the event of any default or breach of this lease by Tenant, Landlord shall immediately apply the security deposit to any unamortized improvements completed for Tenant's occupancy, then to offset any outstanding invoice or other payment due to Landlord, with the balance applied to outstanding rent. If after any portion of the security deposit is applied to cure a default or breach during the term of the lease, Tenant shall be responsible for restoring said deposit forthwith, and failure to do so, or failure to pay the full security deposit or any portion thereof when due, shall be considered a substantial default under this Lease.

10. CONDITION OF PREMISES. Tenant agrees to accept possession of the Demised Premises in its "as- is" condition without any obligation on the part of Landlord to perform any additional work therein, other than the following (collectively, "Landlord's Work"):

- 10.1 Landlord shall ensure that all building and mechanical systems (e.g., electrical, plumbing and HVAC) are in good working order on the Commencement Date.

Subject to the obligation of Landlord to perform Landlord's Work, Tenant acknowledges that it has inspected the Premises and is satisfied with the present condition thereof.

11. TENANT'S WORK

11.1 Tenant shall not make structural alterations or additions of any kind to the Demised Premises, but may make nonstructural alterations provided Landlord consents thereto in writing. All such alterations shall be at Tenant's expense and shall conform with Landlord's construction specifications. If Landlord or Landlord's agent provides any services or maintenance for Tenant in connection with such alterations or otherwise under this lease, any just invoice will be promptly paid. Tenant shall not permit any mechanics' liens or similar liens to remain upon the Demised Premises in connection with work of any character performed or claimed to have been performed at the direction of the Tenant and shall cause any such lien to be released or removed within ten (10) days without cost to Landlord. Any alterations or additions shall become part of the Demised Premises and the property of Landlord, unless Landlord requests their removal pursuant to Section 31 hereof.

11.2 The interest of Landlord in the Demised Premises and Property shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord in the Demised Premises or in the Property and all mechanics, materialmen, contractors, artisans, and other parties contracting with Tenant or its representatives or privies as to the Demised Premises are charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the Lease Term. These provisions are made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Demised Premises shall not be subject to liens for improvements to or other work performed in the Demised Premises by or on behalf of Tenant.

12. MAINTENANCE

12.1 Landlord shall make such repairs and replacements to the roof, exterior walls (excepting Tenant's storefront, doors, windows and glass therein, the maintenance of which shall be Tenant's sole obligation), floor slabs and other structural components of the Demised Premises, and to the common areas and facilities of the Property (including any plumbing and electrical systems, elevators and any other common equipment or systems of the Property) as may be necessary to keep them in good repair and condition (exclusive of equipment installed by Tenant and except for those repairs required to be made by Tenant pursuant to the provisions below and

repairs or replacements occasioned by any act or negligence of Tenant, its servants, agents, customers, contractors, employees, invitees, or licensees).

12.2 Tenant agrees to maintain at its expense all other aspects of the Demised Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, normal wear and tear and damage by fire or other casualty only excepted, and whenever necessary, to replace light bulbs, plate glass and other glass therein, acknowledging that the Demised Premises are now in good order and the light bulbs and glass whole. Tenant will properly control or vent all solvents, degreasers, smoke, odors, etc. and shall not cause the area surrounding the Demised Premises to be in anything other than a neat and clean condition, depositing all waste in appropriate receptacles. Tenant shall be solely responsible for any damage to plumbing equipment, sanitary lines, or any other portion of the building which results from the discharge or use of any acid or corrosive substance by Tenant. Tenant shall not permit the Demised Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and will not keep animals within the Demised Premises. Tenant shall contract for the preventative maintenance of the heating, ventilating and air conditioning system ("HVAC System"), and shall, prior to Tenant's occupancy, deliver a copy of the maintenance contract to Landlord. Any increase in air conditioning equipment or electrical capacity, or any installation and/or maintenance of equipment which is necessitated by some specific aspect of Tenant's use of the Demised Premises shall be at Tenant's expense.

### 13. UTILITIES

13.1 From and after the Commencement Date, Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. Electric Service shall be provided by Landlord and paid for by Tenant, on the days on which Base Rent under Section 5 of this Lease is payable, commencing on the Commencement Date, in amounts reasonable determined by Landlord from time to time. If any other such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the Demised Premises nor shall any such interruption constitute a breach by Landlord of the terms and conditions of this Lease, and no such interruption constitute a ground for an abatement of any sum payable by Tenant hereunder.

13.2 If Tenant remains open beyond the regular shopping hours of the Property, as determined from time to time by Landlord, then Tenant will be responsible for any additional cost of lighting the parking lot and any other common areas due to such extended hours, until Tenant closes its store and for one hour thereafter, which shall be prorated among any other tenants staying open during such time, based upon the proportionate gross leasable area (excluding areas not used for sales areas) of such tenants.

13.3 Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Furthermore, Landlord's specifically reserves the right to require Tenant, or any other Tenant in the Property, to pay for trash removal services directly to the company or entity supplying same,

and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

14. INTERRUPTION. Landlord shall be under no responsibility or liability for failure or interruption of any services, repairs or replacements caused by breakage, accident, strikes, repairs, inability to obtain supplies, labor or materials, or for any other causes beyond the control of the Landlord, and in no event for any indirect or consequential damages to Tenant; and failure or omission on the part of the Landlord to furnish any of same for any of the reasons set forth in this paragraph shall not be construed as an eviction of Tenant, actual or constructive, nor entitle Tenant to an abatement of rent, nor render the Landlord liable in damages, nor release Tenant from prompt fulfillment of any of its covenants under this Lease.

15. LANDLORD'S ACCESS. Tenant shall permit Landlord and its agents to enter into and examine the Demised Premises at reasonable times and upon reasonable notice (which notice may be telephonic) to show the Demised Premises to other than prospective tenants, and to make repairs to the Demised Premises and the Property and, during the last twelve (12) months prior to the expiration of this Lease, subject to the foregoing, to show the Demised Premises to prospective tenants and to keep affixed in suitable places notices of availability of the Demised Premises.

16. USE OF DEMISED PREMISES

16.1 Tenant shall open the Demised Premises to the public no later than the Rent Commencement Date, and shall continuously thereafter operate the Demised Premises for the Permitted Uses only. From and after the Commencement Date, Tenant shall remain open to the public a minimum of eight (8) hours per day, six (6) days per week, other than recognized holidays. Tenant shall be responsible for procuring all licenses and permits necessary for the Permitted Uses, at Tenant's sole expense. Landlord makes no representation as to whether Tenant's Permitted Uses are permitted under the appropriate zoning codes or any other applicable laws, ordinances or regulations.

16.2 Tenant shall not (1) operate a 24-hour business; (2) operate or cause to be operated a business which is not a quality oriented business in keeping with the high level of quality characteristic of the Property; (3) operate or cause to be operated any catalogue, mail or telephone order sales in or from the demised premises except of merchandise which Tenant is permitted to sell over the counter to customers in the Demised Premises pursuant to this Section; or (4) permit, allow or cause any of the following to be conducted in the demised premises: (A) any public or private auction, or (B) "fire", "bankruptcy", "going out of business", "lost our lease" or liquidation sales, or (C) any sale which would indicate to the public that Tenant is bankrupt, is going out of business, or has lost its lease. Tenant shall not use or permit any use of the Demised Premises, except in a manner consistent with the general high standards of merchandising in the Property, nor shall Tenant's advertising indicate or infer that Tenant is operating its business in a manner which is not consistent with the general high standards of merchandising in the Property.

16.3 If the Demised Premises is to be used as a restaurant or for the preparation or sale of any food then: Tenant shall install a grease trap (with bioaugmentation pump) in the Demised Premises which shall be of sufficient capacity to prevent any grease from flowing from the Demised Premises into the sewers which service the Demised Premises; Tenant shall periodically

clean such grease trap so that it will not overflow; Tenant shall install a fire prevention system in its exhaust ducts, which system shall be approved in writing by Landlord before installation; Tenant shall have all of its ducts cleaned periodically, as needed, but no less frequently than monthly; Tenant shall engage the services of a professional exterminating company to provide extermination services to the demised premises periodically, as needed, but no less frequently than monthly; Tenant shall install such devices to its exhaust system, as necessary, in order to prevent any grease from being deposited on the roof of the demised premises or any other part of the Property. In the event Tenant violates any of the provisions of this Section 16.3 and such violation continues for ten (10) days after Landlord sends Tenant notice of such violation, then Landlord shall have the right (but shall not be obligated) to cure such violation. In the event Landlord cures any such violation, then Tenant shall pay Landlord forthwith after being billed therefor, the cost to cure such violation plus fifteen percent (15%) of such cost for administrative expenses.

16.4 None of Tenant's employees, customers, contractors, agents, servants, or invitees shall smoke in any portion of the building of which the Demised Premises constitute a part, including, but not limited to, any portion of the Demised Premises.

## 17. ASSIGNMENT OR SUBLEASING

17.1 Tenant shall not assign this lease or sublet or allow any other firm or individual to occupy the whole or part of the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld delayed, provided the proposed assignee or sublessee complies with all of the following criteria: (i) has a financial condition which, in Landlord's reasonable judgment, is equal to or exceeds that of Tenant as of the date hereof; (ii) has not engaged in active discussions with Landlord concerning the leasing of space within the Property within the ninety (90) day period immediately preceding the "Proposed Transfer Notice" as set forth below; and (iii) is not then a tenant or occupant of the Property (such assignee or sublessee being a "Permitted User"). Tenant acknowledges that Landlord may withhold its consent in its sole discretion in the event of a proposed transfer to an assignee or sublessee who does not meet the above criteria, or in the event of any other proposed conveyance or assignment of Tenant's interest in the Demised Premises (such as a leasehold mortgage). In the event that Tenant desires to assign this Lease or enter into a sublease, then Tenant shall give Landlord written notice of such fact ("Proposed Transfer Notice") within which Proposed Transfer Notice, Tenant shall include the name of the proposed assignee or sublessee and a description of the business conducted by the proposed Permitted User and either (1) a financial statement prepared by a certified public accounting firm which certifies the financial worth of the proposed Permitted User or (2) other reasonable financial information sufficient to permit Landlord to make a reasonable determination as to the financial condition of such proposed Permitted User. In the event that Landlord determines, in its reasonable judgment, such party identified in the Proposed Transfer Notice is a Permitted User, then Landlord shall, give Tenant its consent to the proposed assignment to such Permitted User in which event the assignee shall be required, prior to the effectuation of the assignment, to execute a document in form and substance reasonably satisfactory to Landlord under the terms of which such assignee agrees to assume and be bound by all of the terms, covenants and conditions of the Lease.

17.2 In the event Tenant is a corporation, limited liability company, partnership (general or limited) or trust (each an "Ownership Entity"), any sale or other transfer of a controlling

percentage of the interests in Tenant (whether in a single transaction or cumulatively) shall constitute an assignment of this Lease for all purposes of this Section 17. The term "controlling percentage", as used herein, shall mean the ownership of stock possessing, or having the right to exercise, at least fifty-one percent (51%) of the total interests of such Ownership Entity. This Paragraph shall not apply whenever Tenant is a corporation the outstanding voting stock of which is listed on a recognized security exchange.

17.3 In the event Tenant enters into any assignment of this Lease or a subletting of all or any part of the Demised Premises, Tenant shall pay over to Landlord, as Additional Rent, the amount by which the rent and other amounts payable to Tenant under the assignment or sublease (whether or not designated as rent) exceed Tenant's obligations to pay rent and other charges to Landlord under this Lease (computed on a pro-rata basis with respect to a sublease of less than all of the Demised Premises). Such additional rent payments shall be paid to Landlord in a lump sum if received by Tenant in a lump sum or, if not, at the same time as Tenant is required to make its monthly payment of Base Rent.

17.4 Notwithstanding any assignment or subleasing, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Tenant shall pay Landlord promptly for reasonable legal and administrative expenses incurred by Landlord in connection with any consent requested hereunder by Tenant. Landlord's consent to an assignment or sublease shall not be deemed a consent to any subsequent assignment or sublease.

18. SUBORDINATION AND ESTOPPEL. This Lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or any time hereafter, and Tenant shall, within ten (10) days after written request, execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgage or other such instruments in the nature of a mortgage. The provisions of this Section shall be self-operative, but Tenant hereby designates Landlord as Tenant's attorney-in-fact irrevocable to execute and deliver such written instruments as any mortgagee may require. Tenant agrees from time to time, within ten (10) days after written request by Landlord, to execute, acknowledge and deliver to Landlord and/or to any mortgagee or prospective purchaser a statement in writing certifying that this lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and any additional rent or other charges and to perform its other covenants under this Lease, and the dates to which the rent and any additional rent or other charges have been paid.

19. FIRE, CASUALTY, EMINENT DOMAIN

19.1 In the event that the Demised Premises or the Property, or any material part thereof, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by the action of any public authority, then this Lease may be terminated at the election of Landlord. Such election, which may be made notwithstanding the fact that Landlord's entire interest may have been divested, shall be made by the giving of notice by Landlord to Tenant within ninety (90) days after the date of the taking or casualty. If Landlord does not elect to so terminate, this Lease shall continue in force and a just proportion of the rent reserved, according to the nature and extent of the damages sustained by the Demised Premises, shall be suspended or

abated until the Demised Premises, or what may remain thereof, shall be restored by Landlord to the condition in which the Demised Premises were in as of the Commencement Date (subject to any revisions as may be necessitated by changes in applicable laws), which Landlord covenants to do with reasonable diligence to the extent permitted by the net damages awarded for such taking, destruction or damage and subject to zoning and building laws or ordinances then in existence. "Net damages awarded" refers to the gross amount of such damages less the reasonable expenses of Landlord incurred in connection with the collection of the same, including without limitation, fees and expenses for legal and appraisal services.

19.2 Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request.

20. FIRE INSURANCE. Tenant shall not permit any use of the Demised Premises which will adversely affect or make voidable any insurance on the Property, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the Insurance Services Office (or successor), local Fire Department, Landlord's insurer, or any similar body. Tenant shall on demand reimburse Landlord, and all other tenants, all extra insurance premiums caused by Tenant's use of the Demised Premises. Tenant shall not vacate the Demised Premises or permit same to be unoccupied other than during Tenant's customary non-business days or hours.

21. INDEMNIFICATION. Tenant hereby agrees to save Landlord harmless, and to exonerate and indemnify Landlord from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority on account of injury, death, damage or loss to person or property in or upon the Demised Premises and the Property arising out of the use or occupancy of the Demised Premises by Tenant or by any person claiming by, through or under Tenant (including, without limitation, all patrons, employees and customers of Tenant), or arising out of any delivery to or service supplied to the Demised Premises, or on account of or based upon anything whatsoever done on the Demised Premises, except if the same was caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees. In respect of all of the foregoing, Tenant shall indemnify Landlord from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon; and, in case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord and at Tenant's expense, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord.

22. INSURANCE

22.1 Tenant shall pay to Landlord, as part of the Operating Costs charged in Section 8 hereof, Tenant's share of the aggregate of all costs and expenses incurred by Landlord in connection with the insurance of the Property ("Insurance Costs").

22.2 Tenant shall maintain at its own expense with respect to the Demised Premises and Landlord's property which is not a part of the Demised Premises the following insurance policies:

- 22.2.1 Commercial general liability insurance (including contractual liability) naming Landlord and any mortgagees of the Property and Tenant as insureds or additional insureds and indemnifying the parties against all claims and demands for death or any injury to person or damage to property which may be claimed to have occurred on the Demised Premises (or the Property, insofar as used by customers, employees, servants or invitees of the Tenant), in amounts which shall, at the beginning of the term, be at least \$1,000,000 per occurrence with a \$2,000,000 aggregate limit; and workmen's compensation insurance with statutory limits covering all of Tenant's employees working on the Premises.
- 22.2.2 Fire insurance with usual extended coverage endorsements covering all Tenant's furniture, furnishings, fixtures and equipment at full replacement cost with no coinsurance.
- 22.2.3 Rent loss or business interruption insurance covering a period of not less than 12 months.
- 22.2.4 All such policies shall be obtained from responsible companies qualified to do business and in good standing in the state of Florida, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval. Tenant will file with Landlord prior to occupancy certificates and any applicable riders or endorsements showing that such insurance is in force, and thereafter will file renewal certificates prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least twenty (20) days prior written notice to Landlord. In the event Tenant shall fail to provide or maintain such insurance at any time during the term of this lease, then Landlord may elect to contract for such insurance at Tenant's expense.

23. SUBROGATION. Landlord and Tenant hereby release each other and each other's officers, directors, employees and agents, to the extent of the insurance coverage which each is required to carry hereunder (or, if Tenant is not required to maintain insurance, then from casualties covered by fire and Broad Form Property Damage insurance, including vandalism and malicious mischief), from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of a party or parties for whose conduct a party is legally responsible. This waiver shall be in force and effect only with respect to loss or damage occurring during such time as the insurance policy or policies covering such loss or damage shall contain a clause to the effect that this waiver shall not affect said policies or the right of the insured party to recover thereunder. Each party hereby agrees that its policy or policies will include such a clause.

#### 24. LANDLORD'S RESERVATIONS

24.1 Landlord shall have the exclusive right at any time and from time to time: to use all or any part of the roof and exterior walls of the Demised Premises for any purpose; to erect temporary scaffolds and other aids to construction on the exterior of the Demised Premises,

provided that access to the Demised Premises shall not be completely denied; to enter the Demised Premises to shore the foundations and/or walls thereof and to erect scaffolding and/or protective barriers around and about the Demised Premises (but not so as to preclude all entry thereto); and to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Demised Premises and serving other parts of the Property in locations which will not materially interfere with Tenant's use thereof. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Demised Premises, provided that there shall be no encroachment upon the storefront or interior of the Demised Premises.

24.2 Landlord hereby further reserves the right at any time and from time to time to make alterations or additions to and to build additional stories on, and to build adjoining to, the building in which the Demised Premises are contained, and Tenant shall have no interest of any kind whatsoever in the said additions or additional stories or adjoining buildings. Landlord also reserves the right to construct other buildings or improvements in the Property at any time and from time to time and to make alterations thereof or additions thereto and to build additional stories on such building or buildings and to build adjoining the same and to construct double deck, elevated or subterranean parking facilities.

24.3 With respect to the common areas of the Property (the "Common Areas"), Landlord hereby expressly reserves the right, from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on all of the Common Areas; to police and maintain security for the same; to use and allow others to use the Common Areas for any purpose; to change the size, area, level, location and arrangement of the parking areas and other facilities forming a part of the Common Areas; to build multi story parking facilities; to restrict parking by tenants and other occupants of the Property and their employees, agents, subtenants, concessionaires and licensees; to restrict parking by Tenant and Tenant's employees to a portion of the parking area designated as "Employees' Parking Area"; to enforce parking charges (by operation of meters or otherwise), but in such event the net proceeds from such charges, after deducting the cost of enforcing the same, shall be applied in reduction of the cost of maintaining the Common Areas; to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto, in connection with any emergency, in connection with closings resulting from adverse weather conditions or for any other purpose whatsoever whether such purpose is similar or dissimilar to the foregoing; to discourage noncustomer parking; and to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof.

24.4 Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from any exercise of any or all of the rights of Landlord in this Section and/or in Section 24, provided that no exercise of Landlord's rights hereunder shall materially and adversely affect the accessibility to or parking for the Demised Premises (other than on a temporary basis as needed to effectuate repairs or improvements).

25. OUTSIDE AREA. No goods, equipment, or things of any type or description shall be held or stored outside the Demised Premises at any time without prior written consent from Landlord. Any goods, equipment or things left outside the Demised Premises without Landlord's prior written consent shall be deemed abandoned and may be removed at Tenant's expense without notice by Landlord. Tenant shall have a building standard size dumpster, in a location approved by

Landlord, provided and serviced at Tenant's expense by whichever disposal firm may from time to time be designated by Landlord, unless a shared dumpster or compactor is provided by Landlord, in which case Tenant shall pay its proportionate share (based on Landlord's reasonable estimate of Tenant's use) of any costs associated therewith.

## 26. NUISANCE; HAZARDOUS MATERIALS

26.1 Tenant will so conduct and operate the Demised Premises as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, smells, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise and will at its expense employ a professional pest control service if necessary. Tenant agrees to maintain efficient and effective devices for preventing damage to heating equipment from solvents, degreasers, cutting oils, propellants, etc. which may be present at the Demised Premises. Tenant shall not conduct any auction, fire, "going out of business" or bankruptcy sales; nor generate, store, use or dispose of hazardous wastes or oil on the Demised Premises or the Property.

26.2 Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials and medical supplies and medical waste stored, used, handled, and disposed of in compliance with all applicable laws and or regulations (some or all of which may constitute "Hazardous Materials" as defined below), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Demised Premises or any other portion of the Property by Tenant, its agents, employees, permitted subtenants, permitted assignees, permitted licensees, contractors or invitees (collectively, "Tenant's Parties"). To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's members, and their respective members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, investigation, monitoring, clean up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Demised Premises or any other portion of the Property and which are caused or permitted by Tenant or any of Tenant's Parties. For purposes of this Lease, the term "Hazardous Materials" shall be defined to include any substance or material that is now or hereafter described or designated as a toxic or hazardous substance, waste or material or a pollutant or contaminant or medical, infectious, biohazardous, biomedical or "sharps" waste, or words of similar import under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State of Florida, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons and chemicals which may cause cancer or reproductive toxicity. The provisions of this Section 21.2 shall survive the expiration or earlier termination of this Lease.

## 27. DEFAULT AND ACCELERATION OF RENT

27.1 If (i) Tenant shall default in the performance of any of its obligations to pay Base Rent, Percentage Rent, Additional Rent or any other sum due hereunder and such default shall continue for five (5) days after written notice from Landlord designating such default (provided, however, that Tenant shall be entitled to notice of any such failure no more than two (2) times per calendar year, and any subsequent failure shall be deemed an immediate default without any right of Tenant to cure) or, (ii) within twenty (20) days after written notice from Landlord to Tenant specifying any other default or defaults, Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (iii) any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors, or (iv) Tenant's leasehold interest shall be taken on execution, or (v) a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property, including said leasehold interest, and is not discharged within ten (10) days thereafter, or (vi) a petition is filed by Tenant or any guarantor of Tenant for liquidation, or for reorganization or an arrangement under any provision of any bankruptcy law or code as then in force and effect, or (vii) an involuntary petition under any of the provisions of any bankruptcy law or code is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within thirty (30) days thereafter, or (viii) Tenant shall fail to continuously operate its business operations in the Premises, then, and in any of such cases, Tenant shall be deemed in breach of its obligations under this lease, and Landlord shall have all rights and remedies available to it at law or in equity in connection with such breach, including without limitation evicting tenant and/or accelerating all sums due under this Lease.

27.2 Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

27.3 Landlord may, but shall not be obligated to, cure at any time with or without notice to Tenant any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid, as Additional Rent, by Tenant to Landlord on demand, together with interest thereon, at an annual rate equal to the lesser of eighteen percent (18%) or the maximum rate allowed by law (the "Default Rate"), from the date of payment by Landlord to the date of payment by Tenant.

27.4 Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

## 28. LANDLORD'S EXPENSES; ATTORNEYS' FEES

28.1 If any payment of rent is made more than ten (10) days after the date the same is due, Tenant shall pay (i) a late fee of five percent (5%) of the amount past due, plus (ii) interest

thereon at a rate equal to the lesser of twelve percent (12%) or the highest rate then allowed under applicable law ("Default Interest") from the due date thereof.

28.2 If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and all incurred court costs at all levels, including appeal.

29. LANDLORD'S DEFAULT. Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and in that event Landlord shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). Tenant shall not have the right of setoff by way of damages, recoupment, or counterclaim for any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease on its part to be performed, except and to the extent Tenant has received a judgment against Landlord. If Landlord is in default under this Lease, Tenant's sole right will be to commence an independent action and recover a money judgment against Landlord. In any event, Tenant will not have the right to make any counterclaim against Landlord in any legal proceedings brought by Landlord against Tenant arising out of Tenant's default, and Landlord waives the affirmative defense of compulsory counterclaim in any independent action brought by Tenant against Landlord.

30. NOTICE. All notices required or permitted hereunder shall be in writing and addressed, if to the Tenant, at the Demised Premises (after the Rent Commencement Date) or the Original Address of Tenant (prior to the Rent Commencement Date), or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when mailed to such address postage prepaid, by registered or certified mail, return receipt requested, or when delivered to such address by nationally recognized overnight courier. No oral notice or representation shall have any force or effect. Time is of the essence in service of any notice.

31. SIGNS. Landlord authorizes and Tenant at Tenant's expense agrees to erect signage for the Demised Premises prior to the Rent Commencement Date in accordance with plans and specifications which have been approved by Landlord in writing. Tenant shall illuminate and maintain its identification sign at its own cost and expense and shall pay the real estate taxes, if any, assessed thereupon. Upon vacating the Demised Premises, Tenant agrees to remove all signs or other such items and to repair all damage caused by the erection or such removal. All signage erected by Tenant, or on Tenant's behalf, shall comply with all applicable laws and governmental regulations, it being understood that Landlord's consent to any sign shall not be deemed a representative that such sign is in compliance with such regulations. Landlord may remove and dispose of any sign not approved, erected or displayed in accordance with this Lease, at Tenant's sole cost.

32. SURRENDER. At the expiration of the term or earlier termination of this Lease, Tenant shall surrender all keys to the Demised Premises; remove all of its trade fixtures and personal property in the Demised Premises; remove such installations made by it as Landlord may request

and all Tenant's signs wherever located; repair all damage caused by such removal and to yield up the Demised Premises (including all installations and improvements made by Tenant except for trade fixtures), broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Demised Premises by the provisions of this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Demised Premises and for use and occupancy during the period after the expiration of the term and prior to its performance of its obligations under this Section 31. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Demised Premises as above provided. In no case shall the Demised Premises be deemed surrendered to Landlord until the Termination Date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Landlord.

33. HOLDOVER. In the event that Tenant continues to occupy or control all or any part of the Demised Premises after the agreed termination of this lease without the written permission of Landlord, then Tenant shall be liable to Landlord for any and all loss, damages or expenses incurred by Landlord and all other terms of this Lease shall continue to apply except that Base Rent shall be due in full monthly installments at a rate of two hundred percent (200%) of that which would otherwise be due under this lease, it being understood between the parties that such extended occupancy is as a tenant at sufferance and is solely for the benefit and convenience of Tenant and as such has a greater rental value. Tenant's control or occupancy of all or any part of the Demised Premises beyond noon on the last day of any monthly rental period shall constitute Tenant's occupancy for an entire additional month, and increased rent as provided in this section shall be due and payable immediately in advance. Landlord's acceptance of any payments from Tenant during such extended occupancy shall not alter Tenant's status as a tenant at sufferance.

34. BROKERAGE. Tenant and Landlord each warrants and represents to the other that each has dealt with no broker or third person with respect to this lease, except for Broker, and each agrees to indemnify the other against any brokerage claims by any other broker or third person arising by virtue of this lease.

35. RULES AND REGULATIONS. Landlord reserves the right from time to time to adopt and promulgate rules and regulations applicable to the demised premises and the Property and to amend and supplement such rules and regulations. Notice of such rules and regulations and of any amendments and supplements thereto shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations, provided that the same shall to the extent practicable be applied uniformly to all of the tenants of the Property. Landlord's rights and remedies in the event Tenant shall fail to comply with and observe such rules and regulations shall be the same as though such rules and regulations were set forth in this Lease.

36. CONFIDENTIALITY. Tenant agrees that any information and/or data identifying costs, operations or other information relating to the Property, provided by or on behalf of Landlord to Tenant or to any of Tenant's agents, consultants and employees on Tenant's behalf shall be held by Tenant and all of Tenant's respective agents, consultants and employees in the strictest confidence and Tenant shall not use for the benefit of or release or disclose to any other parties the data, costs

or other information concerning the Property which may be made available to, disclosed to, or otherwise comes to the attention of Tenant, or any of Tenant's agents, consultants or employees and Tenant and its consultants, employees and agents individually and collectively, shall indemnify and hold Landlord harmless from and against any and all costs, damages, expenses, claims or actions incurred by or brought against Landlord (including, but not limited to, attorneys fees, legal fees and court costs) as a result of Tenant or any of Tenant's agents, consultants or employees breaching this covenant of confidentiality.

37. PEACEFUL ENJOYMENT. Tenant shall, and may peacefully have, hold and enjoy the Demised Premises, subject to the other terms hereof, provided that Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements contained herein. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of the Landlord's interest hereunder.

38. LANDLORD'S LIEN FOR RENT. In addition to any security or lien interest provided by law or statute, Tenant hereby grants and assigns unto Landlord a security interest in all the improvements, furnishings, fixtures, equipment, merchandise and other personal property of Tenant, which may be brought or put on the Demised Premises, and all proceeds thereof, as security for the payment of all Tenant Payments and other monies due Landlord herein, and agrees that Landlord's security interest and lien for such payment may be enforced by distress, foreclosure or otherwise, at the option of Landlord, and the Tenant agrees that such security interest and lien is granted to and vested in said Landlord. The foregoing property shall not be removed from the Demised Premises other than in the normal course of Tenant's business without the consent of Landlord until any and all Tenant Payments and other monies due Landlord are paid in full. Tenant agrees, at the request of Landlord, to execute a UCC-1 Financing Statement, which may be filed by Landlord with the Secretary of State of the State of Florida and in the Public Records of the County where the Property is located. In any distress for rent action filed by Landlord against Tenant, Tenant waives the requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord, and Tenant agrees that no bond shall be required in any such action, and Tenant further waives the right under Section 83.14, Florida Statutes, to replevy distrained property.

39. RADON GAS. The following disclosure is required by Florida Statutes, Section 404.056(5): "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit." Landlord has not conducted radon testing with respect to the Building or the Demised Premises, and Landlord disclaims any and all representations and warranties as to the absence of radon gas or radon gas-producing conditions in connection with the Demised Premises.

40. MISCELLANEOUS

40.1 The invalidity or unenforceability of any provision of this lease shall not affect or render invalid or unenforceable any other provision hereof.

40.2 The obligations of this lease shall run with the land, and this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Landlord shall be liable only for obligations occurring while lessor of the premises.

40.3 If Tenant is several persons, several corporations or a partnership, Tenant's obligations are joint or partnership and also several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and as Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

40.4 If Landlord is acting under or as agent for any trust or corporation, the obligations of Landlord shall be binding upon the trust or corporation, but not upon any trustee, officer, director, shareholder, or beneficiary of the trust or corporation individually.

40.5 Notwithstanding anything to the contrary herein contained, Tenant agrees that Landlord shall have no personal liability with respect to any of the provisions of this Lease, and Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Property of which the Demised Premises forms a part for the satisfaction of Tenant's remedies including, without limitation, the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Property, and no other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This Paragraph shall inure to the benefit of Landlord's successors and assigns and their respective principals.

40.6 This Lease shall be interpreted, construed, and enforced in accordance with the laws of the jurisdiction where the Demised Premises are located.

40.7 This lease was the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between said parties. No other oral or written representation shall have any effect hereon, and this agreement may not be altered, extended or amended except by written agreement attached hereto or as otherwise provided herein.

40.8 Notwithstanding any other statements herein, Landlord makes no warranty, express or implied, concerning the suitability of the Demised Premises for Tenant's intended use.

40.9 In any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time", and such time shall be deemed to be extended by the period of such delay.

40.10 Tenant represents and warrants to Landlord that (a) Tenant is not listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Asset

Control Department of the Treasury ("OFAC") pursuant to the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept 25, 2001) (the "Order") or on any other lists of terrorist or terrorist organizations ("Lists") issued pursuant to the rules and regulations of OFAC or in any other enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations legislation or orders are collectively called the "Orders"); (b) Tenant is not and will not be engaged in any activities prohibited in the Orders; (c) Tenant has not been convicted of or pleaded nolo contendere to charges related to activity prohibited in the Orders; and (d) Tenant will not permit the Demised Premises to be used for activities prohibited in the Orders nor permit the Demised Premises to be occupied by any person on such Lists. Breach of these representations constitutes a material breach of the Lease, as amended hereby, and shall entitle Landlord to any and all remedies allowed by law. For purposes of this provision, the term "Tenant" shall be deemed to include all members, shareholders, beneficiaries, directors and officers of Tenant in the collective

40.11 Neither the submission of this lease form, nor the prospective acceptance of the security deposit and/or rent shall constitute a reservation of or option for the Demised Premises, or an offer to lease, it being expressly understood and agreed that this lease shall not bind either party in any manner whatsoever until it has been executed by both parties.

40.12 The headings on this lease are for convenience only and shall not be considered part of the terms hereof.

40.13 No endorsement by Tenant on any check shall bind Landlord in any way.

40.14 Tenant agrees that it will not record this Lease, or any short form memorandum of lease.

40.15 LANDLORD AND TENANT HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF LANDLORD AND TENANT ENTERING INTO THIS LEASE.

*The remainder of this page is intentionally blank.  
Signatures are located on the following page.*

WITNESS the execution hereof under seal on the day and year first above written.

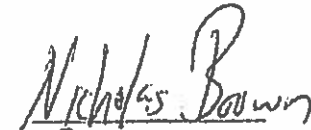
Witness:



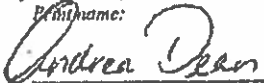
Print name: Charles D. W.



Print name:



Print name:

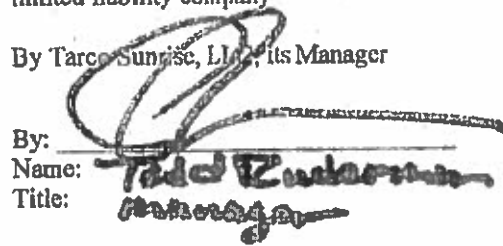


Print name:

Landlord:

VALUE STORE IT SUNRISE, LLC, a Florida  
limited liability company

By Tarco Sunrise, LLC, its Manager



By:

Name:

Title:

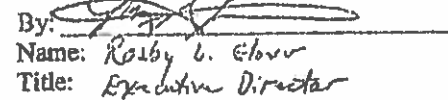
Tenant:

MOUNT BETHEL HUMAN SERVICES CORP.,  
INC. a Florida non-profit corporation

By:

Name:

Title:



WITNESS the execution hereof under seal on the day and year first above written.

Witness:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Print name:

Landlord:

VALUE STORE IT SUNRISE, LLC, a Florida  
limited liability company

By Tarco Sunrise, LLC, its Manager

By: Bryan Lekan  
Name: \_\_\_\_\_  
Title: V.P. ops

Tenant:

MOUNT BETHEL HUMAN SERVICES CORP.,  
INC. a Florida non-profit corporation

Nicholas Brown  
\_\_\_\_\_  
Print name:  
Andrea Dean  
\_\_\_\_\_  
Print name:

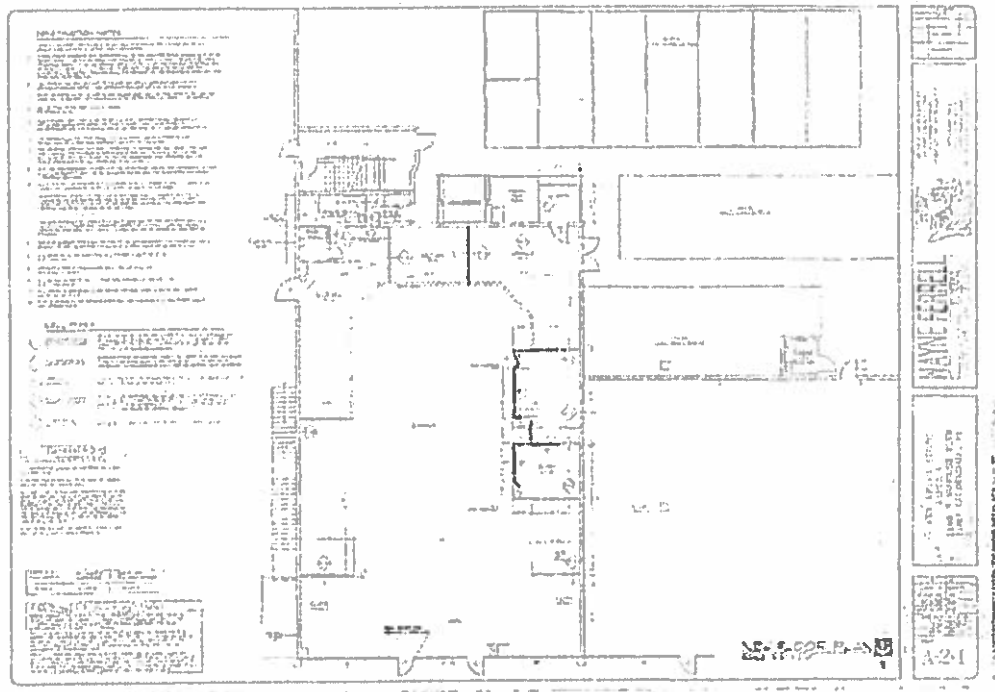
By: [Signature]  
Name: Randy C. Galt  
Title: Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lots 1 through 12 and Lots 37 through 48, Block 197, PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, page 18, of the Public Records of Miami-Dade County, Florida; together with that portion of Avenue "E", lying North of said Block 197, and lying South of the South Right of Way line of Sunrise Boulevard (State Road 838) as shown on the State of Florida Department of Transportation's Right of Way Map Section 86110-2502. Said lands Situate, lying and being in Broward County, Florida.

## EXHIBIT B

## SITE PLAN



**EXHIBIT C**  
**BASE RENT**

<b>Period</b>	<b>Monthly Base Rent</b>
5/1/17 – 4/30/18	\$5,141.25
5/1/18 – 4/01/19	\$5,295.49
5/1/19 – 4/30/20	\$5,454.35
<b>First Extension Term</b>	
5/1/20 – 4/30/21	\$5,617.98
5/1/21 – 4/30/22	\$5,786.52
5/1/22 – 4/30/23	\$5,960.12
<b>Second Extension Term</b>	
5/1/23 – 4/30/24	\$6,138.92
5/1/24 – 4/30/25	\$6,323.09
5/1/25 – 4/30/26	\$6,512.78

# A10

A list of the agency's Board of Directors and residence  
address of each

Mount Bethel Human Services Corporation

Board of Directors List

Name	Office	Business Address	Phone Number/ Fax Number	Term
Ronena Jenkins	Chairperson	2841 N Oakland Forest Dr. Oakland Park, FL 33309	(954) 328-9740	3 years
Vickie Pearcy	Vice Chair	3891 Sienna Greens Terrace Lauderhill, FL 33319	(941) 713-1722	2 years
Mozell Battle	Member	1730 NW 35 <sup>th</sup> Terrace Lauderhill, FL 33311	(954) 709-3391	2 years
Dr. C.E. Glover	President	901 NW 11 <sup>th</sup> Avenue Fort Lauderdale, FL 33311	(954) 763-5644 ext. 210	3 years
Betty Lewis	Member	2014 NW 6 <sup>th</sup> Street Fort Lauderdale, FL 33311	(954) 486-5831	1 year
Betty Taylor	Member	601 NW 22 <sup>nd</sup> Road Fort Lauderdale, FL 33311	(754) 581-3540	1 year

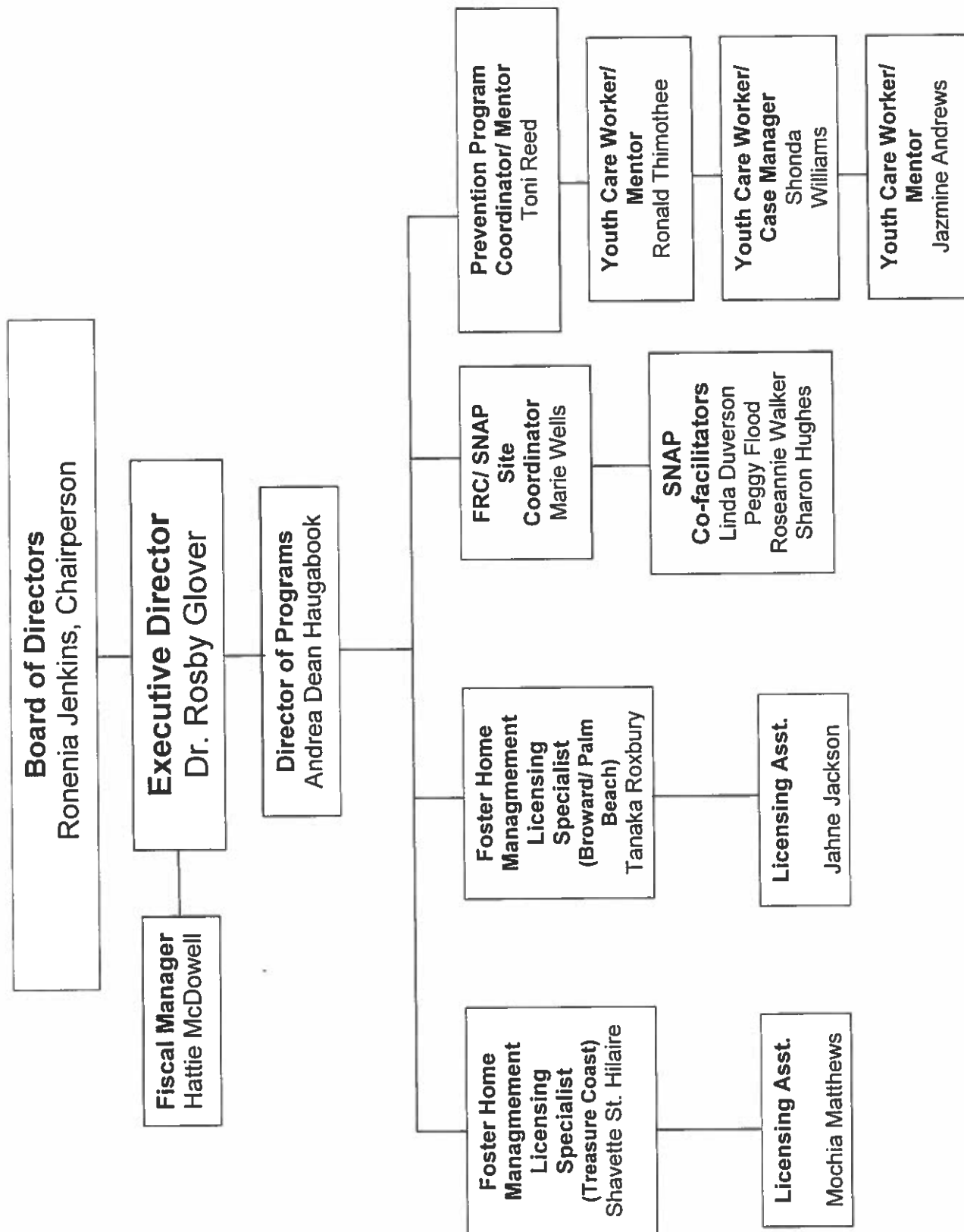
# A11

## Organizational Chart



Mount Bethel Human Services Corporation  
Providing Loving Care

## Mount Bethel Human Services Corporation Organizational Structure



# A12

Resumes of key staff involved in the administration of the  
CDBG grant if awarded

# Mr. Rosby L. Glover

## Objective

To be a leader in the social service field with an emphasis on management of programs.

## Experience

April 2006 – Feb. 2008 *Children's Home Society, Inc.* West Palm Beach, FL.

### Director of Program Operations

- Oversee all residential facilities for the agency
- Provide leadership to all residential staff
- Manage a 3.5 million dollar budget
- Manage federal, state, and local contracts
- Oversee Employee Relations Committee
- Write agency grants
- Perform public speaking

Sept. 2001 – March 2006 *Mount Bethel Human Services* Ft. Lauderdale, FL

### Executive Director

- Responsible for overall operation of agency
- Secure funding through contracts
- Grant Writer for the agency
- Community liaison with funding entities and grantors
- Perform Public Speaking
- Prepare and monitor all program and agency budgets
- Create annual report
- Ensure that agency complies with all state and federal regulations
- Ensure Development of Board of Directors
- Perform several other duties and tasks as directed

January 2001 – Sept. 2001 *Mount Bethel Human Services* Ft. Lauderdale, FL

### Director of Program Services

- Responsible for the day-to-day operation of all programs.
- Directly supervise managerial staff.
- Monitor grants and contracts for compliance.
- Research new funding sources.
- Write proposals for new programs.
- Monitors accreditation for agency and perform other duties as delegated.

July, 1999 - January 2001 *Mount Bethel Human Services* Ft. Lauderdale, FL

### Program Manager

- Responsible for the management of the largest program at MBHSC.
- Directly supervised twelve (12) staff members.
- Liaison between the agency, State Attorney's office and the Dept. of Juvenile Justice.
- Performed various other duties as given by the Executive Vice President.

February, 1999 - July 1999 *Camelot Care Center, Inc.* Lauderdale Lakes, FL  
**State Director of Foster Care Services**

- Supervision of eight (8) Recruitment Coordinators throughout the state.
- Provide leadership and guidance to all offices relative to our recruitment needs.
- Community liaison with DCF and other Mental Health providers.
- Perform other duties relative to the recruitment and licensing of Foster Parents.

May, 1995 - February, 1999 *Camelot Care Center, Inc.*      Lauderdale Lakes, FL  
**Recruitment Coordinator/Therapist**

- Recruiting and Training of potential Therapeutic Foster Parents.
- Counseling youth with DSM-IV Axis I diagnosis and providing parent training

#### **Education**

- Feb. 2002 - June, 2005    Nova Southeastern University      Ft. Lauderdale, FL
- Completed Doctoral Coursework
- July, 1999    Nova Southeastern University                      Ft. Lauderdale, FL
- Master of Science, Mental Health Counseling.
- 
- May, 1978    Kentucky State University                      Frankfort, KY
- Bachelor of Science, Criminal Justice Education
- 

#### **Community Affiliations**

- Member, 15<sup>TH</sup> Circuit Juvenile Justice Board
- Member, Minority Issues Advisory Council
- Founding member - Churches United for Foster Care
- Member, Faith Help and Community Network Initiative
- Licensed Minister, December 2003

#### **References**

- Upon Request

## ***Objective***

To obtain a job in which my education and my job experience can best be utilized.

## ***Experience***

### ***Teaching Experience***

2008 – 2009

**Broward County School Board    Fort Lauderdale, Fl.  
(Nova Middle School)**

**( Language Arts, Science; Math 6<sup>th</sup> grade)**

- Establish and enforce rules for behavior and procedures for maintaining order among the students for whom they are responsible.
- Adapt teaching methods and instructional materials to meet students' varying needs and interests.
- Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, or science.
- Prepare, administer, and grade tests and assignments in order to evaluate students' progress.
- Establish clear objectives for all lessons, units, and projects, and communicate these objectives to students.
- Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Maintain accurate, complete, and correct student records as required by laws, district policies, and administrative regulations.
- Observe and evaluate students' performance, behavior, social development, and physical health.
- Prepare materials and classrooms for class activities.
- Assign lessons and correct homework.
- Enforce all administration policies and rules governing students.
- Confer with parents or guardians, other teachers, counselors, and administrators in order to resolve students' behavioral and academic problems.
- Prepare students for later grades by encouraging them to explore learning opportunities and to persevere with challenging tasks.
- Prepare objectives and outlines for courses of study, following curriculum guidelines or requirements of states and schools.

***Program Coordinator, After-School & Summer Camp Program 21<sup>st</sup> CCLC***  
2007 – 2008 Smart School, Inc. Fort Lauderdale, Fl.  
(Eagle Charter Academy Middle, Smart School Middle) &  
(Smart School Institute of Technology and Commerce High)

- Oversee daily operations of the entire 21<sup>st</sup> CCLC program
- Hire, train and supervise staff
- Develop, coordinate and monitor program schedule and activities at all sites
- Liaison with partners and school staff
- Coordinate student/adult recruitment, monthly staff meetings
- Ensure collection of statistical data
- Conduct program monitoring and evaluation
- Conduct and analyze student performance assessments
- Provide security and ensure a safe environment for all program participants, property and materials
- Created and organized volunteer program

***Teaching Experience***

2006 – 2007

**Broward County School Board Fort Lauderdale, Fl.**  
**(William Dandy Middle School of Pre-Law / Pre-Med)**

Read 180 (8<sup>th</sup> grade)

- Teaching level one students through *software, model reading, independent reading*, in addition to *teacher directed small and whole group instruction*.
  - Preparing weekly lesson plans with objectives and benchmarks.
- 

Middle School Science (Physics, Biology, Chemistry etc. 8<sup>th</sup> grade)

- Teaching advanced students about the world of science, through lectures, implementing labs (edible), hands on models, diagrams, charts, and technology usage.
- Preparing weekly lesson plans with objectives and benchmarks.

## ***Teaching Experience***

1997 – 2006

Florida State Board of Education  
(Parkway Middle School of the Arts)

Read 180 (6<sup>th</sup> - 8<sup>th</sup> grade)

- Teaching level one students through *software, model reading, independent reading*, in addition to *teacher directed small and whole group instruction*.
- Preparing weekly lesson plans with objectives and benchmarks.

Drop Out Prevention (DOP) (Science 6<sup>th</sup> - 8<sup>th</sup> grade)

- Teaching high risk students about the world of science, through lectures, implementing labs (edible), hands on models, diagrams, charts, and technology usage.
- Preparing weekly lesson plans with objectives and benchmarks.

Middle School Science (Physics, Biology, Chemistry etc. 8<sup>th</sup> grade)

- Teaching advanced students about the world of science, through lectures, implementing labs (edible), hands on models, diagrams, charts, and technology usage.
- Preparing weekly lesson plans with objectives and benchmarks.

Reading (6<sup>th</sup> grade)

- Teaching six grade students a reading course which included: comprehension skills, critical thinking skills, making inferences, cause and effect, comparing and contrasting skills etc., through the usage of various strategies.
- Preparing weekly lesson plans with objectives and benchmarks.

Classroom coverage all subjects grades 6<sup>th</sup> – 8<sup>th</sup>.

- Exercised classroom management
- Daily attendance
- Followed teachers plans
- Prepared lesson plans etc.

## ***Technology Experience (Parkway Middle)***

2004 – 2006

Computer Tech. Assistant

Supervised three computer labs by assisting instructors, as well as students in various programs to enhance math and reading skills through technology.

## ***Talent Show Coordinator (Parkway Middle)***

2003 – 2006

Coordinated and organized annual talent show for student body and faculty.

### ***Summer / After – School Program Experience***

2006'

**Cool Kids Learn, Inc.** Miami, Florida

***Summer Camp Director***

- Plan and organize summer camp.
- Deciding on objectives, time, place, date /s, financing of camp.
- Recruit and train staff.
- Call and preside over staff meetings.
- Plan time schedule and use of rooms, or teaching locations, as well as special events.
- Follow up on work and rotations through out the duration of the camp.

2005 – 2004

**Urban League of Broward County, Inc.** Fort Laud, Florida

***Summer Camp Teacher***

- Attend training and staff meetings
- Prepare lessons, visuals, and student curriculum, (math, reading and science activities)
- Math and reading enhancement through technology (pull out)
- Participate in all student activities, field trips, enrichment sessions (music, drama, dance, chess, outdoor sports, swimming etc.)
- Participate in evaluations.

### ***Education***

Associate in Science – **The Art Institute of Fort Lauderdale, 1990**  
(Interior Architecture)

Bachelor of Science – **Union Institute and University, Miami, Fl.**  
(~~Secondary Physics Teacher/Middle-School Science~~)

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**\*References available upon request\***

3501 NW 17<sup>th</sup> Street ~ Fort Lauderdale, Fl. 33311 ~ (954) 825-5446 or (954) 735-8230  
[www.psalmistmariewells@yahoo.com](mailto:www.psalmistmariewells@yahoo.com)

# A13

If first time CBDO, Audited Financial Statements for the past 2 years (*if applicable for your agency*). If not applicable, an explanation is required.

**MOUNT BETHEL HUMAN SERVICES CORPORATION**  
**INDEPENDENT AUDITOR'S REPORT**  
**AND**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2016**

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statement Performed in Accordance with Government Auditing Standards.....	9-10

## **D. JOHNSON, LLC**

### **CERTIFIED PUBLIC ACCOUNTANT**

---

1580 Sawgrass Corp Pkwy – Sunrise, FL 33323

PH: (323) 687-8758

Email: [djohnson@johnsoncpa.org](mailto:djohnson@johnsoncpa.org)

### **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Mount Bethel Human Services Corporation, Inc.  
Fort Lauderdale, Florida

#### **Financial Statement Report**

I have audited the accompanying financial statements of Mount Bethel Human Services Corporation (a nonprofit organization), which comprise of the statement of financial position as of their fiscal yearend June 30, 2016, and the related statement of activities and cash flows. Our process also included a review of the agency's prepared financial policies and procedures.

#### **Management's Responsibilities for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Those standards require I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depends on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor

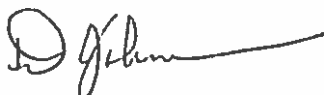
considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies use and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements, thus the process of reviewing the Finance Departments Accounting Policies and Procedures.

### **My Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mount Bethel Human Services Corporation as of June 30, 2016, and changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Accounting Standards, I have also issued my report dated October 28, 2016, on my consideration of Mount Bethel Human Services Corporation's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of this report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Mount Bethel Human Services Corporation's internal control over financial reporting and compliance.



D. JOHNSON, LLC

Sunrise, FL

October 28, 2016

**MOUNT BETHEL HUMAN SERVICES CORP**  
**Statement of Financial Position**  
**June 30, 2016**

**Assets**

Current Assets		
Cash Checking		21,608.76
Savings		<u>500.00</u>
Total Current Assets	\$	<b>22,108.76</b>
Fixed Assets		
Furniture and Fixtures		78,897.85
Less: Accumulated Depreciation		<u>(5,986.75)</u>
Net Fixed Assets	\$	<b>72,911.11</b>
Total Assets	\$	<b>95,019.87</b>

**Liabilities and Net Assets**

Current Liabilities	\$	165,572.73
Total Current Assets	\$	22,108.76
Total Liabilities	\$	165,572.73
Net Assets		
Unrestricted Net Assets	\$	22,108.76
Total Net Assets	\$	72,911.11
Total Liabilities and Net Assets	\$	(70,552.86)

The accompanying notes are an integral part of these financial statements

**MOUNT BETHEL HUMAN SERVICES CORP**  
**Statement of Activities**  
**For Fiscal Year Ending June 30, 2016**

**UNRESTRICTED**

<b><u>Revenue</u></b>	
Ministry Support	59,081.47
Fundraisers	7,885.00
Donations	<u>2,500.00</u>
Total Unrestricted Revenue	\$ <b>69,466.47</b>

**RESTRICTED**

<b><u>Revenue</u></b>	
CDBG	230,001.65
ChildNet	77,879.37
CIN/FINS	188,448.98
Devereux	60,000.00
DES	<u>193,419.95</u>
	\$ <b>749,749.95</b>

**TOTAL REVENUE** **\$ 819,216.42**

**Operating Expenses**

Accounting	3276.00
Administrative	47,986.86
Depreciation Expense	985.98
Insurance	2,895.74
Payroll	415,636.83
Payroll Liability	80,640.27
Programs	<u>245,685.98</u>
	\$ <b>797,107.66</b>

**TOTAL OPERATING EXPENSE** **\$ 797,107.66**

Increase (Decrease) in Net Assets **\$ 22,108.66**

Net Assets as of July 1, 2015 **\$ (91,685.75)**

Net Assets as of June 30, 2016 **\$ 22,108.66**

The accompanying notes are an integral part of these financial statements

**MOUNT BETHEL HUMAN SERVICES CORP**  
**Statement of Cash Flows**  
For the Year Beginning July 1, 2015 to Year Ended June 30, 2016

**Operating Activities**

Increase in net assets	\$ 22,108.66
Adjustment to reconcile increase to net assets to net	
Cash provided by operating activities:	
Changes in operating assets and liabilities	
Grant receivables (increase) decrease	(5,604.10)
Account payable and increase (decrease)	(7,942.16)
Bank overdraft increase (decrease)	(275.00)
Net Cash Provided by Operating Activities	11,685.97

**Investing Activities**

Net Cash Provided (Used) by Investing Activities	-0-
--	-----

**Financing Activities**

Net Cash Provided (Used) by Financing Activities	-0-
--	-----

Net Increase in Cash	22,108.66
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Cash at the beginning of Year (July 1, 2015)	-0-
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Cash at the end of Year (June 30, 2016)	22,108.66
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The accompanying notes are an integral part of these financial statements

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2016**

**Note 1            Organization and Activities**

Mount Bethel Human Services Corporation is a faith-based nonprofit corporation established in 1993 to support and provide needed services to the community. It is the mission of the organization "To help at risk families make better choices by providing them with the necessary tools, so that they can live better lives." The "Organization" provides innovative support through an array of services and programs for children, adult, and families that respond to the issues of parenting, education, unemployment, and crime. They directly address such issues as juvenile delinquency, child abuse and neglect, family support, and emergency food and rental assistance within the communities that are heavily populated by persons who have been identified as "at risk". Services are developed through collaborative partnerships with private/public organizations in order to assist people and communities, in meeting their needs and reaching their goals.

**Note 2            Summary of Significant Accounting Policies**

This summary of significant accounting policies of Mount Bethel Human Services Corporation (The "Organization") is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for the integrity and objectivity of the financial statements. The accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basic Accounting**

The Organization prepares its financial statements in accordance with United States generally accepted accounting principles. This basis of accounting involves the application of accrual accounting; consequently, revenues, and gains are recognized when earned, and expenses and losses are recognized when incurred.

Financial statements are recorded at historical cost and consequently do not necessarily represent current values.

**Use of Estimates in the Preparation of Financial Statements**

The preparation of financial statements in conformity with United States generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2016**

**Summary of Significant Accounting Policies (CONTINUED)**

**Cash and Cash Equivalents**

The Organization considers all cash investments and highly liquid investments with maturities of three months or less to be cash equivalents.

**Income Tax**

The Organization qualifies as a tax-exempt organization under Section 501 © (3) of the Internal Revenue code and, therefore requires no provision for income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509 (a) of the Internal Revenue Code.

The organization's Form 990, Return of Organization Exempt from income taxes are subject to examination by IRS, generally for three years after they were filed.

**Financial Statement Presentation**

Financial statement presentation follows the recommendation of the Financial Accounting Standards Board in its Statement of Financial accounting Standards ASC. 985, "Financial Statement of Not-For-Profit Organizations" Under ASC. 958 the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the organization is required to present a statement of cash flows. The organization has no permanently restricted net assets.

**Donated Services**

No amounts have been reflected in the financial statements for donated services, the organization pays for the most services requiring specific expertise. However, individuals volunteer their time and perform a variety of tasks including assisting the organization with specific programs, and serving on committee. Such donated services have not been quantified and do not meet the criteria for recognition in the financial statements.

**Property and Equipment – Depreciation**

Property and equipment are stated at cost. Depreciation is computed by using the straight-line method based over the estimated useful lives of the assets as follows:

Furniture and Fixture	7 Years
Equipment	5 Years
Vehicle	5 Years

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2016**

**Summary of Significant Accounting Policies (CONTINUED)**

Expenditures for major renewals and betterments that are more than \$500 and extend the useful life of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

**Advertising**

The Organization expenses the costs of producing and communicating advertising as incurred.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities are summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the various programs and supporting services and on estimates made by management as required by the Nonprofit Topic of the FASB ASC.

**Grants Receivable**

Management believes that grants receivables are fully collectible; therefore, no allowance for doubtful accounts has been established. Bad debts are recorded using a direct write-off method.

**Allowance of Uncollectible Account**

The Organization's management of the opinion that all grants receivable is fully collectible. Accordingly, no provision for uncollectible accounts have been recorded.

**Fair Value of Financial Instruments**

Under FASB ASC 825, Fair Value Measurements and disclosure. Fair value is defined as the exchange price that would be received for an asset or paid to transfer (an exit price) in the principal or most advantageous market for the asset or liability in order transaction between market participants on the measurement date.

The organization has determined that there are no material differences between the carrying value and the fair value of its financial assets and liabilities at June 30, 2016, and therefore, no adjustments for the effect of FASB ASC 825 was made to the Organization's financial statements at June 30, 2016.

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2016**

**Summary of Significant Accounting Policies (CONTINUED)**

**Compensated Absences**

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the organization to

estimate the amount of compensation for future absences. Accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The organization's policy is to recognize the costs of compensated absences when paid to employees.

**Note 3            Date of Management Review**

In preparing the financial statements, the organization has evaluated events and transactions for potential recognition or disclosures through October 28, 2016, the date that the financial statements were available to be issued for review.

**Note 4            Concentrations and Credit Risk**

Financial Instruments, which potentially subject the Organization to concentration of credit risk, consists principally of cash and cash equivalent. Cash on deposit with one financial institution amounting to \$22,108.76 was insured up to \$250,000.00 by the U.S. Federal Deposit Insurance Corporation. At June 30, 2016, the Organization had no uninsured cash balances.

**Note 5            Economy Dependency**

The Organization is supported primarily through local and federal appropriations and grants. Approximately 91% of total revenue for the year ended June 30, 2016 was received from grants.

**Note 6            Commitments and Contingencies**

The organization could be party to various legal actions normally associated during business, the aggregate effect of which, in management's opinion would not be material to the future financial condition of the organization.

**Note 7            Grants Receivables**

Grant Receivables consists of the following as June 30, 2016.

Grant Receivables	\$129,685.00
Allowance for bad debts	\$0.00
Total	<u>\$129,685.00</u>

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2016**

**Note 8            Lease Commitment**

The organization leases its operating facilities under a one year agreement, with a renewal option. Rental expense under the lease agreement was approximately \$37,950.00 for the period ending June 30, 2016.

**Note 9            Deficit Fund Balance**

During the fiscal year ended June 30, 2016, the organization incurred a deficit in the fund balance. Management has indicated that they have implemented the appropriate plan to correct this situation.

**Note 10          Related Party Transaction**

Mount Bethel Human Services Corporation is affiliated with Mount Bethel Baptist Church; periodically the church provides support to the organization. The large payroll tax liability payments were underwritten by Mount Bethel Baptist Church resources.

**Note 11          Subsequent Event**

Under FASB ASC 855, subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued or ready to be issued. The organization recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements.

The organization's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before financial statements are issued.

Management has determined that none of the events occurring after the date of the balance sheet substantially affects the amounts, presentation and disclosure accompanying the financial statements.

**Note 12          Uncertainty in Income Taxes**

The organization has adopted the guidance for uncertainty in income taxes in FASB ASC 740. The Organization will record a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The organization continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Organization's evaluation on June 30, 2016 revealed no tax positions that would have a material impact on the financial statements. The organization does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

The federal income tax returns of the Organization for June 30, 2016 are subject to examination, generally for three years after being filed.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To The Board of Directors  
Mount Bethel Human Services Corporation  
Fort Lauderdale, Florida

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Mount Bethel Human Services Corporation (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and related statement of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 28, 2016.

**Internal Control over Financial Reporting**

In planning and performing my audit of the financial statements, I considered Mount Bethel Human Services Corporation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Mount Bethel Human Services Corporation's internal control. Accordingly, I do not express an opinion on the effectiveness of Mount Bethel Human Services Corporation's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged governance.

My consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weakness. However, material weaknesses may exist that have not been identified. However, I did identify one deficiency that I did address in the schedule of findings.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Mount Bethel Human Services Corporation's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of my tests disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings.

### **Management's Response to Findings**

Mount Bethel Human Services Corporation's response to findings identified in my audit is described in the accompanying schedule of findings. Mount Bethel Human Services Corporation's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, I express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal controls and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



D. JOHNSON, LLC

Sunrise, FL

September 22, 2016

**MOUNT BETHEL HUMAN SERVICES CORPORATION**  
**INDEPENDENT AUDITOR'S REPORT**  
**AND**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2017**

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**D. JOHNSON, LLC**

**CERTIFIED PUBLIC ACCOUNTANT**

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1580 Sawgrass Corp Pkwy – Sunrise, FL 33323

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Mount Bethel Human Services Corporation, Inc.  
Fort Lauderdale, Florida

### **Financial Statement Report**

I have audited the accompanying financial statements of Mount Bethel Human Services Corporation (a nonprofit organization), which comprise of the statement of financial position as of their fiscal yearend June 30, 2017, and the related statement of activities and cash flows. Our process also included a review of the agency's prepared financial policies and procedures.

### **Management's Responsibilities for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Those standards require I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depends on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor

considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies use and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements, thus the process of reviewing the Finance Departments Accounting Policies and Procedures.

### **My Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mount Bethel Human Services Corporation as of June 30, 2017, and changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Accounting Standards, I have also issued my report dated October 20, 2017, on my consideration of Mount Bethel Human Services Corporation's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of this report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Mount Bethel Human Services Corporation's internal control over financial reporting and compliance.

  
D. JOHNSON, LLC

Sunrise, FL

October 20, 2017

MOUNT BETHEL HUMAN SERVICES CORP  
Statement of Financial Position  
June 30, 2017

**Assets**

Current Assets		
Cash Checking		24,420.04
Savings		<u>500.00</u>
Total Current Assets	\$	24,920.04
Fixed Assets		
Furniture and Fixtures		98,685.68
Less: Accumulated Depreciation		<u>(6,485.87)</u>
Net Fixed Assets	\$	92,199.81
Total Assets	\$	117,119.85

**Liabilities and Net Assets**

Current Liabilities	\$	149,685.69
Total Current Assets	\$	24,920.04
Total Liabilities	\$	149,685.69
Net Assets		
Unrestricted Net Assets	\$	24,920.04
Total Net Assets	\$	117,119.85
Total Liabilities and Net Assets	\$	(32,565.84)

**MOUNT BETHEL HUMAN SERVICES CORP**  
**Statement of Activities**  
**For Fiscal Year Ending June 30, 2017**

**UNRESTRICTED**

<u>Revenue</u>		
Ministry Support		74,569.52
Fundraisers		4,851.00
Donations		<u>2,500.00</u>
Total Unrestricted Revenue	\$	<b>81,920.52</b>

**RESTRICTED**

<u>Revenue</u>		
CDBG		69,452.69
ChildNet		188,502.00
CIN/FINS		323,650.02
Devereux		92,328.00
DES		<u>189,479.00</u>
	\$	<b>771,084.21</b>

<b>TOTAL REVENUE</b>	\$	<b>853,004.73</b>
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**Operating Expenses**

Accounting		8,500.00
Administrative		59,652.36
Depreciation Expense		1,454.85
Insurance		8,651.54
Payroll		425,680.00
Payroll Liability		64,850.69
Programs		<u>259,795.45</u>
	\$	<b>828,584.69</b>

<b>TOTAL OPERATING EXPENSE</b>	\$	<b>828,584.69</b>
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Increase (Decrease) in Net Assets	\$	<b>24,420.04</b>
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Net Assets as of July 1, 2016	\$	<b>22,701.74</b>
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Net Assets as of June 30, 2017	\$	<b>24,420.04</b>
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MOUNT BETHEL HUMAN SERVICES CORP  
Statement of Cash Flows  
For the Year Beginning July 1, 2016 to Year Ended June 30, 2017

**Operating Activities**

Increase in net assets	\$ 22,420.04
Adjustment to reconcile increase to net assets to net	
Cash provided by operating activities:	
Changes in operating assets and liabilities	
Grant receivables (increase) decrease	(31,462.25)
Accounts payable and increase (decrease)	(9,452.35)
Bank overdraft increase (decrease)	(125.00)
Net Cash Provided by Operating Activities	10,685.58

**Investing Activities**

Net Cash Provided (Used) by Investing Activities	-0-
--	-----

**Financing Activities**

Net Cash Provided (Used) by Financing Activities	-0-
Net Increase in Cash	22,420.04
Cash at the beginning of Year (July 1, 2016)	22,108.66
Cash at the end of Year (July 30, 2017)	22,420.04

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2017**

**Note 1      Organization and Activities**

Mount Bethel Human Services Corporation is a faith-based nonprofit corporation established in 1993 to support and provide needed services to the community. It is the mission of the organization "To help at risk families make better choices by providing them with the necessary tools, so that they can live better lives." The "Organization" provides innovative support through an array of services and programs for children, adult, and families that respond to the issues of parenting, education, unemployment, and crime. They directly address such issues as juvenile delinquency, child abuse and neglect, family support, and emergency food and rental assistance within the communities that are heavily populated by persons who have been identified as "at risk". Services are developed through collaborative partnerships with private/public organizations in order to assist people and communities, in meeting their needs and reaching their goals.

**Note 2      Summary of Significant Accounting Policies**

This summary of significant accounting policies of Mount Bethel Human Services Corporation (The "Organization") is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for the integrity and objectivity of the financial statements. The accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basic Accounting**

The Organization prepares its financial statements in accordance with United States generally accepted accounting principles. This basis of accounting involves the application of accrual accounting; consequently, revenues, and gains are recognized when earned, and expenses and losses are recognized when incurred.

Financial statements are recorded at historical cost and consequently do not necessarily represent current values.

**Use of Estimates in the Preparation of Financial Statements**

The preparation of financial statements in conformity with United States generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2017**

**Summary of Significant Accounting Policies (CONTINUED)**

**Cash and Cash Equivalents**

The Organization considers all cash investments and highly liquid investments with maturities of three months or less to be cash equivalents.

**Income Tax**

The Organization qualifies as a tax-exempt organization under Section 501 © (3) of the Internal Revenue code and, therefore requires no provision for income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509 (a) of the Internal Revenue Code.

The organization's Form 990, Return of Organization Exempt from income taxes are subject to examination by IRS, generally for three years after they were filed.

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Financial statement presentation follows the recommendation of the Financial Accounting Standards Board in its Statement of Financial accounting Standards ASC. 985, "Financial Statement of Not-For-Profit Organizations" Under ASC. 958 the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the organization is required to present a statement of cash flows. The organization has no permanently restricted net assets.

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No amounts have been reflected in the financial statements for donated services, the organization pays for the most services requiring specific expertise. However, individuals volunteer their time and perform a variety of tasks including assisting the organization with specific programs, and serving on committee. Such donated services have not been quantified and do not meet the criteria for recognition in the financial statements.

**Property and Equipment – Depreciation**

Property and equipment are stated at cost. Depreciation is computed by using the straight-line method based over the estimated useful lives of the assets as follows:

Furniture and Fixture	7 Years
Equipment	5 Years
Vehicle	5 Years

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2017**

**Summary of Significant Accounting Policies (CONTINUED)**

Expenditures for major renewals and betterments that are more than \$500 and extend the useful life of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

**Advertising**

The Organization expenses the costs of producing and communicating advertising as incurred.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities are summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the various programs and supporting services and on estimates made by management as required by the Nonprofit Topic of the FASB ASC.

**Grants Receivable**

Management believes that grants receivables are fully collectible; therefore, no allowance for doubtful accounts has been established. Bad debts are recorded using a direct write-off method.

**Allowance of Uncollectible Account**

The Organization's management of the opinion that all grants receivable is fully collectible. Accordingly, no provision for uncollectible accounts have been recorded.

**Fair Value of Financial Instruments**

Under FASB ASC 825, Fair Value Measurements and disclosure. Fair value is defined as the exchange price that would be received for an asset or paid to transfer (an exit price) in the principal or most advantageous market for the asset or liability in order transaction between market participants on the measurement date.

The organization has determined that there are no material differences between the carrying value and the fair value of its financial assets and liabilities at June 30, 2017, and therefore, no adjustments for the effect of FASB ASC 825 was made to the Organization's financial statements at June 30, 2017.

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2017**

**Summary of Significant Accounting Policies (CONTINUED)**

**Compensated Absences**

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the organization to

estimate the amount of compensation for future absences. Accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The organization's policy is to recognize the costs of compensated absences when paid to employees.

**Note 3      Date of Management Review**

In preparing the financial statements, the organization has evaluated events and transactions for potential recognition or disclosures through October 20, 2017, the date that the financial statements were available to be issued for review.

**Note 4      Concentrations and Credit Risk**

Financial Instruments, which potentially subject the Organization to concentration of credit risk, consists principally of cash and cash equivalent. Cash on deposit with one financial institution amounting to \$24,920.04 was insured up to \$250,000.00 by the U.S. Federal Deposit Insurance Corporation. At June 30, 2017, the Organization had no uninsured cash balances.

**Note 5      Economy Dependency**

The Organization is supported primarily through local and federal appropriations and grants. Approximately 90% of total revenue for the year ended June 30, 2016 was received from grants.

**Note 6      Commitments and Contingencies**

The organization could be party to various legal actions normally associated during business, the aggregate effect of which, in management's opinion would not be material to the future financial condition of the organization.

**Note 7      Grants Receivables**

Grant Receivables consists of the following as June 30, 2017.

Grant Receivables	\$117,182.00
Allowance for bad debts	\$0.00
Total	<u>\$117,182.00</u>

**MOUNT BETHEL HUMAN SERVICES CORP**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2017**

**Note 8            Lease Commitment**

The organization leases its operating facilities under a one year agreement, with a renewal option. Rental expense under the lease agreement was approximately \$69,640.51 for the period ending June 30, 2017.

**Note 9            Deficit Fund Balance**

During the fiscal year ended June 30, 2017, the organization incurred a deficit in the fund balance. Management has indicated that they have implemented the appropriate plan to correct this situation.

**Note 10          Related Party Transaction**

Mount Bethel Human Services Corporation is affiliated with Mount Bethel Baptist Church; periodically the church provides support to the organization. The large payroll tax liability payments were underwritten by Mount Bethel Baptist Church resources.

**Note 11          Subsequent Event**

Under FASB ASC 855, subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued or ready to be issued. The organization recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements.

The organization's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before financial statements are issued.

Management has determined that none of the events occurring after the date of the balance sheet substantially affects the amounts, presentation and disclosure accompanying the financial statements.

**Note 12          Uncertainty in Income Taxes**

The organization has adopted the guidance for uncertainty in income taxes in FASB ASC 740. The Organization will record a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The organization continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Organization's evaluation on June 30, 2017 revealed no tax positions that would have a material impact on the financial statements. The organization does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

The federal income tax returns of the Organization for June 30, 2017 are subject to examination, generally for three years after being filed.

**D. JOHNSON, LLC**

**CERTIFIED PUBLIC ACCOUNTANT**

1580 Sawgrass Corp Pkwy – Sunrise, FL 33323

PH: (323) 687-8758

Email: [djohnson@johnsoncpa.org](mailto:djohnson@johnsoncpa.org)

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To The Board of Directors  
Mount Bethel Human Services Corporation  
Fort Lauderdale, Florida

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Mount Bethel Human Services Corporation (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and related statement of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 28, 2016.

**Internal Control over Financial Reporting**

In planning and performing my audit of the financial statements, I considered Mount Bethel Human Services Corporation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Mount Bethel Human Services Corporation's internal control. Accordingly, I do not express an opinion on the effectiveness of Mount Bethel Human Services Corporation's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged governance.

My consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weakness. However, material weaknesses may exist that have not been identified. However, I did identify one deficiency that I did address in the schedule of findings.

### **Compliance and Other Matters**

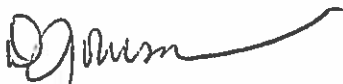
As part of obtaining reasonable assurance about whether Mount Bethel Human Services Corporation's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of my tests disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings.

### **Management's Response to Findings**

Mount Bethel Human Services Corporation's response to findings identified in my audit is described in the accompanying schedule of findings. Mount Bethel Human Services Corporation's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, I express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal controls and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
D. JOHNSON, LLC

Sunrise, FL

October 20, 2017

# A15

A copy of the most recent agency audit / monitoring report  
(*if applicable*). If not applicable, an explanation is  
required.



CITY OF  
**FORT LAUDERDALE**

FLORIDA



December 1, 2017

Dr. Rosby L. Glover  
Executive Director  
Mount Bethel Human Services Corporation.  
1100 W. Sunrise Boulevard  
Fort Lauderdale, FL 33311

Dear Dr. Glover,

The City of Fort Lauderdale conducted its annual desktop monitoring for Community Development Block Grant (CDBG) Fiscal Year 2016-2017. The City thoroughly reviewed the documents submitted and cross-referenced the information with a sampling of Mount Bethel's monthly request for reimbursement. Based on the sampling and the documentation submitted, The City found gaps in Mount Bethel meeting the CDBG federal regulatory requirements. These gaps will result in findings that will require corrective action. In accordance with findings listed below, Mount Bethel must to respond to the City with corrective action plan by January 3, 2018. The plans should detail how and when the findings will be corrected. Failure to correct will deem Mount Bethel ineligible for future federal funding opportunities with the City of Fort Lauderdale.

**Findings:**

- No documented procurement process for CDBG
- No record of Active Community Based Development Organization Certification
- No documentation of written procedures for Managing CDBG funding

**Concerns:**

The City of Fort Lauderdale identified one concern. Mount Bethel did not fully utilize all funding for FY 2016-2017. The balance remaining on the account will not be available for use in the upcoming Fiscal Year 2017-2018. Should Mount Bethel opt to participate in future CDBG funding opportunities, the City will monitor this area closely.

**Comments:**

Mount Bethel has been a valuable partner in serving the needs of Fort Lauderdale residents. The City will make staff available to assist should you need help in bringing your program into compliance. We look forward to future partnerships in building a strong and beautiful community.

Sincerely,

Rachel Williams, MS

Acting Grants Administrator

cc: Mario DeSantis, Acting Housing and Community Development Manager

**CITY MANAGER'S OFFICE**  
**Housing & Community Development (HCD) Division**  
914 Sistrunk Blvd. Suite 103, Fort Lauderdale, Florida 33311 | (954) 828-4527  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

# A16

**Conflict of Interest Statements:** At the beginning before any program activity, please have all management and staff associated with the CDBG program, provide on agency letterhead a signed and dated statement affirming if conflict does or does not exist. At any point during the fiscal year for as many conflicts that arise, we require additional statements will be required. Compliance with HUD's Conflict of Interest Integrity Bulletin CPD is mandatory,



Mount Bethel Human Services Corporation  
*Building Families, Changing Lives*

February 14, 2018

Conflict of Interest Statement:

We the undersigned management and staff of Mount Bethel Human Services Corporation and the Family Resource Center due hereby state that there is no conflict of interest between us individually, collectively and corporately with this grant, the CDBG or the City of Fort Lauderdale. Compliance with HUD's Conflict of Interest Integrity Bulletin CPD has been given to each of us and this statement shall remain in effect until the end of this grant period or at which time a conflict does arise, whichever comes first.

Dr. Rosby Glover, Executive Director

Hattie MacDowell, Fiscal Director

Andrea Dean, Director of Programs

Marie Wells, Program Coordinator

# A17

Organization is organized under state or local law to engage in community development activities (*which may include housing and economic development activities*) primarily in a specific geographic area (i.e. the service area) within the jurisdiction of the City of Fort Lauderdale as verified by Florida Division of Corporations.

# *State of Florida*

## *Department of State*

I certify from the records of this office that MOUNT BETHEL HUMAN SERVICES CORPORATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 13, 1993.

The document number of this corporation is N93000002181.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 12, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twelveth day of April, 2017*



*Ken Ditzner*  
**Secretary of State**

Tracking Number: CC1560157147

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# A18

Organization has as its *primary* purpose the improvement of the physical, social, economic environment of its geographic area of operation (i.e. the service area) by addressing one or more critical problems of the area, with particular attention to the needs of LMI persons as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

**MOUNT BETHEL HUMAN SERVICES CORPORATION, INCORPORATED  
CONSTITUTION AND BYLAWS**

**ARTICLE I**

**Name and Principle Office**

**Section 1**

This body shall be known as the MOUNT BETHEL HUMAN SERVICES CORPORATION, INC., (MBHSC).

**Section 2**

The Board of Directors of the MBHSC is the proper body to carry out the purpose and objectives set forth within the Bylaws, and is the policy making body of the Corporation.

**Section 3**

The principle office for the transaction of business shall take place at a location deemed necessary by the board.

**ARTICLE II**

**Mission, Purpose and Objectives**

**Section 1**

---

**Mission Statement:**

It is the mission of the Mount Bethel Human Services Corporation, Inc. to help at-risk families make better choices, by providing them with the necessary tools, so that they can live better lives.

**Section 2**

The purpose and objectives of the MBHSC shall be:

1. To provide services and human resource development that enhance the quality of life for persons within the community at large
  2. To enable persons to have access to a broad range of needed social, economic and educational services by establishing a coordinated delivery system of resources within a given setting
  3. To expand the opportunities available to persons by furthering the development of knowledge, skills, and/or housing accommodations
  4. To administer and perform such other functions as deemed necessary or desirable to carry out the mission of the Corporation directly or indirectly
-

# A19

Organization can be either non-profit or for-profit, provided any monetary profits to its shareholders or members are incidental to its operations as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

## **Section 2**

The term for each Chairman shall be one year, unless appointed for an additional term.

### **ARTICLE XIV Execution of Instruments**

#### **Section 1**

Except as the Board shall authorize in some other manner, the President or Executive Director or Board of Directors Treasurer shall execute contracts, agreements and other documents, including instruments of monetary/negotiable value for the Corporation upon approval of the Board of Directors.

### **ARTICLE XV Dissolution of Assets**

#### **Section 1**

Assets provided to MBHSC shall be given as a permanent loan for the duration of the Corporation.

#### **Section 2**

If the Corporation is dissolved for any reason, the Board of Directors shall first comply with requirements relating to the disposition of property inventory/assets purchased through an alternative funding source.

---

#### **Section 3**

The remaining property inventory/assets will revert to the Corporation, and the Board of Directors shall vote as to the specific disposition.

#### **Section 4**

The final disposition of the remaining property inventory/assets of the Corporation shall be turned over to one or more Corporations which themselves are exempt from federal income tax as described in 501 © (3) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue law, or to the federal, state, or local government for exclusively public purposes.

### **ARTICLE XVI Conflict of Interest; Employment; Recall; Hearings**

#### **Section 1**

A conflict of interest shall exist when any member may be called upon to consider a matter in which he, as set forth in the Bylaws, has a direct or indirect pecuniary interest.

# A20

Organizations **must** maintain at least 51% of its governing body membership for: low- and moderate-income residents of its geographic area of operation (i.e. the service area) – NOTE: If the income level of any Board Members need to be verify, contact HCD for the HUD forms and requirements; or owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation (i.e. the service area); or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation (i.e. the service area). Include a chart that identifies each board member's eligibility as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

shall include:

1. Roll Call
2. Prayer
3. Adoption of Previous Meeting Minutes
4. Executive Director Report
5. Treasurer's Report
6. Reports from Standing Committees
7. Reports from Special Committees
8. Old Business
9. New Business
10. Election of Officers (when in order)
11. Adjournment

## **Section 8**

The Board of Directors shall be responsible for implementing all provisions of these Bylaws and making recommendations in respect to achieving the purpose and objectives of the Corporation. Board responsibilities shall include:

1. Overseeing the business of the Corporation
2. Creating committees and approving committee plans
3. Approving all budgets
4. Approving amendments to Bylaws
5. Supporting the Corporation's compliance with conditions of all grants
6. Support MBHSC fundraising activities/initiatives
7. Each Board member shall be responsible for an annual Board assessment, which will be determined in July
8. ~~Assure compliance with the Sarbanes-Oxley~~ or any other legislation that would affect the Corporation
9. Ensure compliance of all Human Resources laws thru periodic training of all employees (no less than annually)
10. Any other powers necessary to carry out the purpose and objectives of the Corporation

## **ARTICLE III**

### **Board of Directors cont.**

## **Section 9**

The Board of Directors shall have the authority to:

1. Determine overall program plans and monitor all program policies and standards which the Corporation administers
2. Select other committees deemed appropriate for the Board
3. Determine the fiscal matters of the Corporation

## **ARTICLE IV**

### **Membership**

## **Section 1**

Membership in the Corporation shall be limited to the Board of Directors of the MBHSC and any person who agrees to act in accordance with the purpose and objectives of MBHSC by a nomination and the approval of the Board.

## **Section 2**

Each new member must attend membership orientation and join at least one committee.

## **Section 3**

The Board of Directors, by a majority vote, shall for just cause, expel, suspend or remove from membership, any member of the MBHSC.

## **Section 4**

A membership year shall cover twelve consecutive months. The fiscal year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each calendar year.

# **ARTICLE V**

## **Quorum**

## **Section 1**

At least one-half +1 of the Board of Directors must be present at a Board meeting to constitute a quorum. A meeting cannot be called to order unless a quorum is established. In the event a quorum is not established, unofficial business can be conducted.

# **ARTICLE VI**

## **Proxy Voting**

## **Section 1**

Proxy voting by any member shall be prohibited at meetings. The term "Proxy" shall include either a person who substitutes or attempts to vote for an absent member, or any document, statement or other written manifestation by which the absent member attempts to register a vote without actual, physical presence at a meeting.

# **ARTICLE VII**

## **Election of Officers**

## **Section 1**

Members that have been in good standing for at least one membership year immediately preceding the election, shall be eligible to be nominated for office in the Corporation.

## **Section 2**

# A21

Organization is not an agency or instrumentality of the City of Fort Lauderdale, and does not permit more than one-third of the membership of its governing body to be appointed by, or consist of, elected or other appointed public officials, or employees or officials of an ineligible entity (even though such persons may be otherwise qualified) as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

# CBDO GOVERNING BOARD ROSTER

BoardMembers Full Name	Address Residence for each Board Member	Resid ent of Servi ce Area (Y or N)	Income Level	Owner or Officer of Private Establi shment or Institution	Address Private Establi shment Institution	Representa tive of Low Income Neighbo rhood Organiza tion	Address of Low Income Neighborhood Organization	Appointed By	Elected or Public Official	Employ ee or Official of Ineligib le Entity
Glover, C.E., Dr. <i>President/CEO</i>	5166 WatersEdge Way Cooper City, FL 33330	N	N/A	Owner	901 NW 11 <sup>th</sup> Ave., Fort Lauderdale, FL 33311	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	President/ CEO	N	N
Ronenia Jenkins		N	N/A	N	N/A	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	Governing Board	N	N
Lewis, Betty <b>NRSA Member</b>	4310 NW 22 <sup>nd</sup> Street, Lauderhill, FL 33313	Y	\$56,087.91	Owner	2014 NW 6 <sup>th</sup> Street Fort Lauderdale, FL 33311	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	Governing Board	N	N
Taylor, Betty <b>NRSA Member</b>	161 NW 46 <sup>th</sup> Ave., Plantation, FL 33317	Y	\$48,000	Owner	601 NW 22 <sup>nd</sup> Rd, Fort Lauderdale FL 33311	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	Governing Board	N	N
Mozelle Battle <b>NRSA Member</b>	803 NW 13 <sup>th</sup> Terrace Fort Lauderdale, FL 33311	Y	\$25,086.36	Officer	N/A	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	Governing Board	N	N
Marie Huntley <b>NRSA Member</b>	Northwest Gardens	Y	N/A	Owner	N/A	Y	1100 W Sunrise Blvd. Fort Lauderdale, FL 33311	Governing Board	N	N

# A22

Except as otherwise authorized, the members of the Organization's governing body must be nominated and approved by the general membership of the organization, or by its permanent governing body as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

shall include:

1. Roll Call
2. Prayer
3. Adoption of Previous Meeting Minutes
4. Executive Director Report
5. Treasurer's Report
6. Reports from Standing Committees
7. Reports from Special Committees
8. Old Business
9. New Business
10. Election of Officers (when in order)
11. Adjournment

## Section 8

The Board of Directors shall be responsible for implementing all provisions of these Bylaws and making recommendations in respect to achieving the purpose and objectives of the Corporation. Board responsibilities shall include:

1. Overseeing the business of the Corporation
2. Creating committees and approving committee plans
3. Approving all budgets
4. Approving amendments to Bylaws
5. Supporting the Corporation's compliance with conditions of all grants
6. Support MBHSC fundraising activities/initiatives
7. Each Board member shall be responsible for an annual Board assessment, which will be determined in July
8. ~~Assure compliance with the Sarbanes-Oxley~~ or any other legislation that would affect the Corporation
9. Ensure compliance of all Human Resources laws thru periodic training of all employees (no less than annually)
10. Any other powers necessary to carry out the purpose and objectives of the Corporation

## ARTICLE III

### Board of Directors cont.

## Section 9

The Board of Directors shall have the authority to:

1. Determine overall program plans and monitor all program policies and standards which the Corporation administers
2. Select other committees deemed appropriate for the Board
3. Determine the fiscal matters of the Corporation

## ARTICLE IV

### Membership

## **Section 1**

Membership in the Corporation shall be limited to the Board of Directors of the MBHSC and any person who agrees to act in accordance with the purpose and objectives of MBHSC by a nomination and the approval of the Board.

## **Section 2**

Each new member must attend membership orientation and join at least one committee.

## **Section 3**

The Board of Directors, by a majority vote, shall for just cause, expel, suspend or remove from membership, any member of the MBHSC.

## **Section 4**

A membership year shall cover twelve consecutive months. The fiscal year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each calendar year.

# **ARTICLE V**

## **Quorum**

## **Section 1**

At least one-half +1 of the Board of Directors must be present at a Board meeting to constitute a quorum. A meeting cannot be called to order unless a quorum is established. In the event a quorum is not established, unofficial business can be conducted.

---

# **ARTICLE VI**

## **Proxy Voting**

## **Section 1**

Proxy voting by any member shall be prohibited at meetings. The term "Proxy" shall include either a person who substitutes or attempts to vote for an absent member, or any document, statement or other written manifestation by which the absent member attempts to register a vote without actual, physical presence at a meeting.

# **ARTICLE VII**

## **Election of Officers**

## **Section 1**

Members that have been in good standing for at least one membership year immediately preceding the election, shall be eligible to be nominated for office in the Corporation.

## **Section 2**

Revised 2/12/2014

**ARTICLE XI**  
**Nominating Committee**

**Section 1**

At least 60 days prior to the annual meeting at which officers are to be elected, the members of the Nominating Committee shall be appointed by the Board of Director. The committee shall consist of three members.

**Section 2**

The Nominating Committee shall prepare a list of nominees for office, having secured qualifications and consent to serve, if elected.

**Section 3**

At least two weeks before the election, the Nominating Committee shall submit to the Chairman of the Board and the Secretary the names nominated for each office to be filled. The Secretary shall provide the list of nominees and the meeting notice to each member of the Corporation.

**Section 4**

The Nominating Committee shall also serve as the committee on vacancies to fill any offices becoming vacant during the membership year.

**ARTICLE XII**  
**Auditing Committee**

---

**Section 1**

The Auditing Committee shall have the financial records of the Corporation audited by an independent CPA at the end of the fiscal year, or at other times as deemed necessary by the Board. The Committee will make a report of its findings to the Board of Directors.

**Section 2**

The Auditing Committee shall be appointed by the Board of Directors. The Committee shall consist of a minimum of three members.

**ARTICLE XIII**  
**Standing Committees**

**Section 1**

The Standing Committees Chairman will be appointed by the Chairman of the Board MBHSC.

# A23

Organization not subject to requirements under which its assets revert to City of Fort Lauderdale upon dissolution as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

## **Section 2**

The term for each Chairman shall be one year, unless appointed for an additional term.

## **ARTICLE XIV Execution of Instruments**

### **Section 1**

Except as the Board shall authorize in some other manner, the President or Executive Director or Board of Directors Treasurer shall execute contracts, agreements and other documents, including instruments of monetary/negotiable value for the Corporation upon approval of the Board of Directors.

## **ARTICLE XV Dissolution of Assets**

### **Section 1**

Assets provided to MBHSC shall be given as a permanent loan for the duration of the Corporation.

### **Section 2**

If the Corporation is dissolved for any reason, the Board of Directors shall first comply with requirements relating to the disposition of property inventory/assets purchased through an alternative funding source.

---

### **Section 3**

The remaining property inventory/assets will revert to the Corporation, and the Board of Directors shall vote as to the specific disposition.

### **Section 4**

The final disposition of the remaining property inventory/assets of the Corporation shall be turned over to one or more Corporations which themselves are exempt from federal income tax as described in 501 © (3) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue law, or to the federal, state, or local government for exclusively public purposes.

## **ARTICLE XVI Conflict of Interest; Employment; Recall; Hearings**

### **Section 1**

A conflict of interest shall exist when any member may be called upon to consider a matter in which he, as set forth in the Bylaws, has a direct or indirect pecuniary interest.

# A24

Organization is free to contract for goods and services from vendors of its own choosing as stated in your corporate documents such as the By-Laws or Articles of Incorporation.

Mount Bethel Human Services Corporation

## CDGB Procurement Policies and Procedures

1. **Purpose of procurement standards.** The purpose of these standards is to establish procedures for Mount Bethel Human Services Corporation, for the procurement of supplies and other expendable property, equipment, real property and other services.

2. **Code of conduct.** No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of Mount Bethel Human Services Corporation shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements except for where the financial interest is not substantial or the gift is an unsolicited item of nominal value. Members of the Corporation's board of directors shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Officers, employees, directors, and agents of Mount Bethel Human Services Corporation shall be subject to disciplinary actions for violations of these standards.

3. **Competition.** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Mount Bethel Human Services Corporation shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, ~~contractors that develop or draft specifications, requirements, statements of work,~~ invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Corporation, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Corporation. Any and all bids or offers may be rejected when it is in the Corporation's interest to do so. In all procurement Mount Bethel Human Services Corporation shall avoid practices that are restrictive of competition. These include but are not limited to:

- (a) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (b) Requiring unnecessary experience and excessive bonding,
- (c) Noncompetitive pricing practices between firms or between affiliated companies,
- (d) Noncompetitive awards to consultants that are on retainer contracts,

for the bidder to properly respond;

- (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(c) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or small purchase procedures. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- ~~(ii) Proposals will be solicited from an adequate number of qualified sources;~~
- (iii) Mount Bethel Human Services Corporation shall evaluate responses to its solicitations and select awardees in accordance the procedures outlined in section 5 below ("Procurement Procedures")
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to Mount Bethel Human Services Corporation with price and other factors considered; and
- (v) Mount Bethel Human Services Corporation may use the competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. A procurement process where price is not to be used as a stated selection factor can only be used in procurement of A/E professional services. It cannot be used to purchase other types of

competitive procurements, such a description shall not contain features which unduly restrict competition.

- (B) Requirements which must be fulfilled and all other factors to be used in evaluating proposal submitted in response to solicitations.
- (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- (D) When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
- (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- (F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by Mount Bethel Human Services Corporation to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Mount Bethel Human Services Corporation shall take all of the following steps to further this goal.

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- (i) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (ii) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (iii) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (iv) Encourage, when practical, contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (v) Use the services and assistance, as appropriate and practical, of such

(a) Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(b) All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by the Corporation, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(c) For contracts dealing with construction or facility improvements Mount Bethel Human Services Corporation shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.

(d) All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by Mount Bethel Human Services Corporation shall include a provision to the effect that Mount Bethel Human Services Corporation shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, including small purchases, awarded by Mount Bethel Human Services Corporation and their contractors where the source of the funds, directly or indirectly, is the federal government, shall contain the following procurement provisions as applicable.

(i). Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(ii). Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be

(vii). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contacts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**IF UNABLE TO MEET REQUIREMENTS A17 TO A24  
ABOVE, THE FOLLOWING IS  
THE REQUIREMENT FOR CONTINGENCY  
QUALIFICATION**

# A25

Contingency Qualification. CBDO that does not meet the criteria in the “Qualifications” section may qualify as an eligible entity under this section if it meets one of the following requirements:

Organization is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

Organization is a SBA approved Section 501 State Development Company or Section 502 Local Development Company, or a SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

Organization is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood in the Service Area stated in the By-Laws and/or Articles of Incorporation, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

Not  
Applicable