

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 3, 2009 [x] Consent [] Regular

Department: Housing & Community Development

Submitted By: Housing & Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment 001 to the Agreement with Aid to Victims of Domestic Abuse, Inc. (AVDA) (R2008-1872) to increase the reimbursement rate from \$4.38 per bed-night to \$6.35 per bed-night.

Summary: The FY 2008-2009 Action Plan approved by the Board of County Commissioners (R2008-1347.0) on July 22, 2008, allocated \$50,000 of Community Development Block Grant (CDBG) funds to Aid to Victims of Domestic Abuse, Inc. (AVDA) for the provision of transitional housing and supportive services to persons who are victims of domestic abuse. The agency is currently reimbursed as follows: \$4.38 per bed-night for the provision of transitional housing to 25 individuals monthly, and \$166.66 per person for the participation of 60 persons in their Support, Training and Education for Personal Success (STEPS) program. The proposed Amendment will retroactively increase the reimbursement rate for provision of transitional housing from \$4.38 per bed-night to \$6.35 per bed-night and will reduce the number of persons served from 25 to 18 individuals monthly. This rate increase is necessitated by the agency's difficulty in expending its entire CDBG award due to client participation being lower than anticipated. This was caused by AVDA's emergency shelter, where the bulk of its transitional housing clients originate from, undergoing a major renovation. With the proposed reimbursement rate increase, it is expected the agency will have expended its entire award during the term of the Agreement. **These are federal CDBG funds that require no local match. Countywide (TKF)**

Background and Justification: Palm Beach County Housing and Community Development (HCD) receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). On July 22, 2008, the BCC approved Document R2008-1347, the "Palm Beach County Action Plan (AP) for Fiscal Year 2008-09." The Plan contains a listing of the proposed CDBG projects for FY 2008-2009, including the public service component of this Agreement. This Agreement is written to permit the County to reimburse AVDA for transitional housing services to victims of domestic abuse including case management, counseling, parenting enhancement, health and wellness education, substance abuse counseling, life skills, and financial education, and support to individuals under the STEPS Program.

Attachments:

- A. Amendment 001 to Agreement with Aid to Victims of Domestic Abuse, Inc.
- B. Agreement with Aid to Victims of Domestic Abuse, Inc. with Insurance Certificate
- C. Letter from Aid to Victims of Domestic Abuse, Inc.

Recommended By: Edward W. Horn
Department Director

9/30/09
Date

Approved By: Sharon G. By
Assistant County Administrator

10/10/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes_____ No_____

Budget Account No.: _____ Fund _____ Dept _____ Unit _____ Object _____

Program Code/Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact—no increase/decrease to contract amount

C. Departmental Fiscal Review:

Shairette Major 9-30-09
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Contract Comments:

MSE 10/12/09
10-2-09 OFMB WD 10/13/09

Jan. J. Jacobson 10/13/09
Contract Dev. and Control E. Jones 10/13/09

B. Legal Sufficiency:

This amendment complies with
our review requirements.

LPD 10/14/09
Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT 001 TO THE AGREEMENT
WITH
AID TO VICTIMS OF DOMESTIC ABUSE, INC.**

Amendment 001 entered into this ____ day of _____, 2009, by and between Palm Beach County and AID TO VICTIMS OF DOMESTIC ABUSE, INC.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with Aid to Victims of Domestic Abuse, Inc. on October 21, 2008, approved by Document R 2008-1872, to make available \$50,000 of Community Development Block Grant funds in order to provide transitional housing and support services and the STEPS Program services at a facility located at a confidential location, FL, and

WHEREAS, the parties wish to modify the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on October 21, 2008, is hereby amended as follows:

1. Exhibit A – Work Program Narrative – Section I. A.
Substitute "18 individuals monthly" for "25 individuals monthly."

2. Exhibit A – Work Program Narrative – Section II. B-1.
Substitute "eighteen (18) individuals monthly" for "twenty-five (25) individuals monthly."

3. Exhibit A – Work Program Narrative – Section II. B-1.
Substitute "\$6.35" for "\$4.38."

NOW THEREFORE, all items in the previous Agreement in conflict with the Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(CORPORATE SEAL) AID TO VICTIMS OF DOMESTIC ABUSE, INC.

BY: Ann Bennett
Ann Bennett, Board President

BY: Pam O'Brien
Pamela A. O'Brien, Executive Director

ATTEST: Sharon R. Bock
Clerk and Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

Approved as to Form and
Legal Sufficiency

By: Tammy K. Fields
Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: Edward W. Lowery, J.D.
Edward W. Lowery, J.D.
Director

(COUNTY SEAL)

ATTACHMENT C

AID TO VICTIMS OF DOMESTIC ABUSE, INC.
AGREEMENT BETWEEN PALM BEACH COUNTY
AND
AID TO VICTIMS OF DOMESTIC ABUSE, INC.

R 2008 1872

THIS AGREEMENT, entered into this _____ day of OCT 21 2008, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **Aid to Victims of Domestic Abuse, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2905 South Federal Highway, Suite C-10, Delray Beach Florida 33483** and its Federal Tax Identification Number as **59-2486620**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2008-09 Action Plan, and **Aid to Victims of Domestic Abuse, Inc.** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Aid to Victims of Domestic Abuse, Inc.** to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. **Definitions:**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means **Aid to Victims of Domestic Abuse, Inc.**
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. **Purpose:**

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **Fifty Thousand Dollars (\$50,000)** for the period of **October 1, 2008** through **September 30, 2009**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-08-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by **September 30, 2009**.

3. Method of Payment

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

4. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) Additional HCD, County, and U.S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) Prior Written Approvals - Summary

The following, among others, require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. Opportunities for Residents and Civil Rights Compliance

The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/-women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons. All beneficiaries of this agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. Uniform Administrative Requirements

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

5. Evaluation and Monitoring

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or U.S. HUD. The Agency shall allow HCD, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

6. Audits and Inspections

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

7. Reversion of Assets

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 until five years after expiration of the agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

9. Indemnification

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

10. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(4) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development.” The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners
c/o H.C.D.
160 Australian Avenue, Suite 500
West Palm Beach, FL 33406

(6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

11. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. Conflict of Interest

The Agency shall comply with 24 CFR 570.611 which requires at a minimum that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD.

13. Citizen Participation

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

14. Recognition

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

15. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85.
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors
- (14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. Termination and Suspension

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

A. Termination for Cause

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

C. Termination Due To Cessation

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

17. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. Amendments

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

19. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

20. Independent Agent and Employees

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

21. No Forfeiture

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. Public Entity Crimes

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

23. Counterparts Of This Agreement

This Agreement, consisting of twenty-one (21) enumerated pages including the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

WITNESS our Hands and Seals on the _____ day of _____, 20__.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

R2008 1872 OCT 21 2008

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

By: *Sharon R. Bock*

Deputy Clerk

By: *Addie L. Greene*

Addie L. Greene, Chairperson

BOARD OF COUNTY COMMISSIONERS

Approved as to Form and Legal
Sufficiency

By: *Tammy K. Fields*

Tammy K. Fields
Senior Assistant County Attorney

Approved as to Terms and Conditions

Dept. of Housing and Community Development

By: *Edward W. Lowery*

Edward W. Lowery
Director

(COUNTY SEAL)

Aid to Victims of Domestic Abuse, Inc., a Florida corporation

By: *Diana Paillet*

Diana Paillet, Board President

Diane (DP)

(CORPORATE SEAL)

By: *Pamela A. O'Brien*

Pamela A. O'Brien, Executive Director

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

EXHIBIT A

WORK PROGRAM NARRATIVE
AID TO VICTIMS OF DOMESTIC ABUSE, INC.

I. The Agency agrees to:

A. At a confidential location, provide:

- a. transitional housing and support services including case management, counseling, parenting enhancement, health and wellness education, substance abuse counseling, life skills, and financial education to 25 individuals monthly (30 unduplicated individuals annually), and
- b. support to approximately 60 individuals annually under the STEPS Program (out of which 15% is included in the number receiving transitional housing services) including Financial Literacy series (Budgeting and Credit) and Mentor's Circle activities (career counseling, resume writing, job search and research skills, interview skills, appropriate dressing and handshaking skills, time management, temperament study, computer training, assertiveness, problem solving, journaling, and the history of women).

B. On a monthly basis, provide a roster showing the names of persons served daily by the program. This information should be provided in a format described on Exhibits C and C-1.

C. Provide service exclusively to current residents of Palm Beach County and ensure that at least fifty-one percent (51%) of beneficiaries assisted under this Agreement reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client. Clients who come to Casa Vegso directly from emergency shelter facility(s) operated by the Agency, but which are located in an entitlement municipality, may be deducted when calculating this percentage.

D. Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income. Low and moderate income status may be proved through income certification unless the beneficiaries of the program are classified as a presumed low and moderate income population (homeless, elderly, persons meeting the Bureau of Census definition of severely disabled, persons with AIDS, abused/neglected children, battered spouses, migrant farmworkers, and illiterate persons). Client eligibility determination must be maintained in client files.

For purposes of this agreement, the term "homeless family with children" is defined under 24 CFR 91.5 as the following: A family composed of the following types of homeless persons: at least one parent or guardian and one child under the age of 18; a pregnant woman; or a person in the process of securing legal custody of a person under the age of 18. 24 CFR 91.5 also defines a "homeless individual or homeless person" as a youth (17 years or younger) not accompanied by an adult (18 years or older) or an adult without children, who is homeless (not imprisoned or otherwise detained pursuant to an Act of the Congress or a State law), including the following:

1. an individual who lacks a fixed, regular, and adequate nighttime residence; and
2. an individual who has a primary nighttime residence that is -
 - a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.

For all assistance offered to the severely disabled, persons eligible for reimbursement under this Agreement must meet the Bureau of Census definition of severely disabled. Persons are considered severely disabled if they:

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

1. use a wheelchair or another special aid for 6 months or longer;
2. are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking), needed assistance with activities of daily living (getting around inside the home, getting in and out of bed or a chair; bathing, dressing, eating, and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
3. are prevented from working at a job or doing housework;
4. have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
5. are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Proof of disability status under this definition must be maintained in the client's program files be made available for monitoring purposes.

- E. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D) and Detailed Narrative Report (Exhibit E). The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- F. The Agency is required to participate in the Client Management Information System in Palm Beach County, Florida (CMIS), which is hosted by The Center for Information & Crisis Services, Inc. The Agency is encouraged, though not required, to join the Homeless Coalition of Palm Beach County, Inc. and to participate in one or more of its committee activities. The Agency is required to maintain written documentation verifying all persons assisted under this agreement are homeless. The Agency shall provide such written verification to HCD upon HCD's request.
- G. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- H. Attest to the accurate completion of Exhibit F to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit F.
- I. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- J. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
- K. Provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug Free Workplace Act of 1988.

II. The County agrees to:

- A. Reimburse the agency on a monthly basis for services provided to each client. The rate at which reimbursement will be made is shown at (B) below. The total reimbursement amount should not exceed a maximum of \$50,000.
- B. Provide reimbursement to the Agency as follows:

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

- For provision of transitional shelter and supportive services to estimated **twenty-five (25)** individuals monthly. The rate will be **\$4.38** per day.
- For provision of the STEPS program to **sixty (60)** individuals over the course of this agreement who attend **at least two (2)** activities under the STEPS Program (one or more Financial Literacy Series activities and/or one or more Mentor's Circle activities). Reimbursement rate will be **\$166.66** for each person assisted.

The number of clients claimed monthly by the Agency may be less or more than the stated above.

- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- E. Assume the environmental responsibilities described at 24 CFR Part 58.

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40.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Edward W. Lowery, Director
Housing and Community Development
160 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Name of Subrecipient:
Address:
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2008-

Attached, you will find Invoice # , requesting reimbursement in the amount of \$
. The expenditures for this invoice covers the period through
. You will also find attached documentation relating to the expenditures involved.

Approved for Submission

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/11/09
PRODUCER Paychex Agency, Inc. 150 Sawgrass Dr Rochester, NY 14620		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Paychex Business Solutions, Inc. AID TO VICTIMS OF DOMESTIC ABUSE INC 911 Panorama Trail South Rochester, NY 14625 877-266-6850		
		INSURERS AFFORDING COVERAGE
		INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO EA ACC	\$
					ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	25890435	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURER

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O H.C.D. 160 AUSTRALIAN AVENUE, SUITE 500 WEST PALM BEACH, FL 33406 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Thomas S. Soderman</i>

ACORD 25-S (7/97) DISGRO
11879518

© ACORD CORPORATION 198

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MN AIDTO-1	DATE (MM/DD/YYYY) 08/22/08
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Aid To Victims of Domestic Abuse, Inc. P.O. Box 6161 Delray Beach FL 33445		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Ins Co	18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK278787	12/10/07	12/10/08	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/>	Prof Liab 1 mil/2				PERSONAL & ADV INJURY	\$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY	PHPK278787	12/10/07	12/10/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$
		OTHER				E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development shall be listed as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

PALMB40	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Palm Beach County Board of County Commissioners c/o H.C.D. 160 Australian Ave. Ste. 500 West Palm Beach FL 33406	AUTHORIZED REPRESENTATIVE <i>Michael Oberlander</i>

Aid to Victims of Domestic Abuse, Inc.

P.O. Box 6161

Delray Beach, FL 33482-6161

Phone: 561-265-3797 • Fax: 561-265-2102

24-HOUR CRISIS HOTLINE 1-800-355-8547



August 6, 2009

Elena

Edward W. Lowery, Director
Housing and Community Development
100 Australian Avenue
West Palm Beach, Florida 33406

Dear Mr. Lowery:

The purpose of this letter is to request a modification in the distribution of funds concerning the two programs funded through our CDBG Agreement. This request is submitted to respond to an observation concerning the numbers we have been able to serve during this year. Our bed-nights are lower this year because we have served fewer people in transitional housing, which is directly related to the fact that our emergency shelter population decreased substantially due to major renovations on the facility and the unexpected temporary closure of our older emergency shelter building to treat the building and replace furnishings with better bug-resistant bedding and furniture. Since transitional housing residents are referred to us from our emergency shelter, the decreased population in our shelter created a smaller pool of candidate families for transitional housing. A related issue is that the number of individuals anticipated to be served through our STEPS program is lower than anticipated for the same reasons. We expect that this situation is temporary and will not be a concern in future years.

We propose that the total allocation be divided between the two programs with transitional housing receiving an allocation of \$44,000 and STEPS receiving an allocation of \$6,000. This can be done by employing a bed-night rate of \$6.35 rather than the current rate of \$4.38. Last year, we employed a rate of \$6.85 per bed-night. We respectfully request this modification to be applied retroactively to October 1, 2008 and through the rest of the contract term.

If you have any questions relating to this matter, please do not hesitate to contact me. I may be reached at (561) 265-3797, ext. 101.

With Best Regards,

Pamela A. O'Brien
Pamela A. O'Brien, MSW, JD
Executive Director

cc: Clement C. Clarke, Principal Planner, Planning, HCD
Satu Oksanen, Planner I, HCD

FUNDERS

