



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<u>Fiscal Years</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs:	<u>\$132,500</u>	_____	_____	_____	_____
External Revenues:	<u>&lt;\$132,500&gt;</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County):	_____	\$0	_____	_____	_____
NET FISCAL IMPACT:	_____	\$0	_____	_____	_____
# OF ADDITIONAL FTE POSITIONS (Cumulative):	<u>N/A</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account #: Fund 1101 Dept 143 Unit 1431 Object 8101/8201 &

Program Code/Program Period Various BG139/6Y09 47,500  
BG39/6Y09 -85,000

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

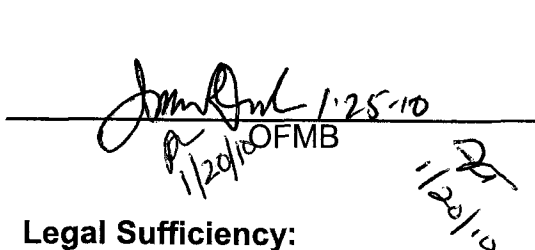
Approval of this agenda item will appropriate \$132,500 of Community Development Block Grant Funds to the Town of Jupiter and Aid to Victims of Domestic Abuse.

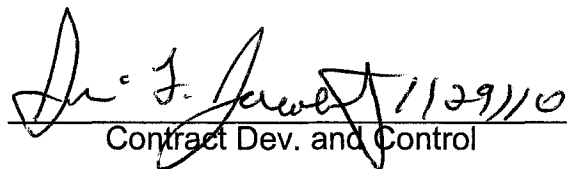
**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Fiscal Manager I 1-14-10

**III. REVIEW COMMENTS**

**D. OFMB Fiscal and/or Contract Administration Comments:**

  
 \_\_\_\_\_  
 OFMB 1-25-10  
 1/29/10

  
 \_\_\_\_\_  
 Contract Dev. and Control 1/29/10

**E. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Senior Assistant County Attorney 1/29/10

This Contract complies with our contract review requirements.

*WCD is working on obtaining proof of worker's comp. insurance.*

**F. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF JUPITER**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 TOWN OF JUPITER, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 210 Military Trail, Jupiter, FL 33458.

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 2009-10 Action Plan, and the TOWN OF JUPITER desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the TOWN OF JUPITER 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) "Municipality" means TOWN OF JUPITER.
- (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 Municipality 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.

PART II

SCOPE OF SERVICES

The Municipality 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 Municipality 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 Municipality 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 **Eighty-Five Thousand Dollars (\$85,000)** for the period of **October 1, 2009** through **September 30, 2010**. 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 Municipality 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-09-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality 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 Municipality by **September 30, 2010**.

3. Method of Payment

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

Requests by the Municipality 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 Municipality. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Municipality 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.

4. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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

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 Municipality 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 Municipality 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 Municipality 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 minimum, the Municipality 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 Municipality 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, at least 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 Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. Uniform Administrative Requirements

The Municipality 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 Municipality 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 Municipality 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 Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by

the County or U.S. HUD. The Municipality shall allow HCD, the County, or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

6. Audits and Inspections

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 Municipality 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 Municipality agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Municipality 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 Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

7. Reversion of Assets

Upon expiration of this Agreement, the Municipality 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 Municipality'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 Municipality 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 Municipality 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 Municipality 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 Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. Indemnification

The Municipality 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 Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality 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 Municipality.

10. Insurance

Unless otherwise specified in this Agreement, the Municipality 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 Municipality 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 Municipality, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Municipality under this Agreement.

(1) Commercial General Liability

The Municipality 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 Municipality agrees this coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Municipality 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 Municipality does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Municipality 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 Municipality shall agree this coverage shall be provided on a primary basis.

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

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

(4) Additional Insured

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

(5) Certificate of Insurance

The Municipality 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.  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

(6) Right to Review and Adjust

The Municipality 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 Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality 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 Municipality 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 Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD.

13. Citizen Participation

The Municipality 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 Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

14. Recognition

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Municipality 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 Municipality's Personnel Policies and Job Descriptions
- (11) The Municipality's Articles of Incorporation and Bylaws
- (12) The Municipality's Certificate of Insurance

(13) Current list of the Municipality's Officers and members of Board of Directors

(14) Proof of Municipality's 501(c)(3) certification from Internal Revenue Service (IRS)

The Municipality 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 Municipality 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 Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality 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 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 Municipality 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 Municipality 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 Municipality 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 Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality 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 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its office at the address listed on Page One of this Agreement.

20. Independent Agent and Employees

The Municipality 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 Municipality 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).

23. Counterparts Of This Agreement

This Agreement, consisting of TWENTY-TWO (22) 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

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

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairperson

Approved as to Form and Legal  
Sufficiency

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

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

By: Edward W. Lowery  
Edward W. Lowery  
Director

(COUNTY SEAL)

**Town of Jupiter, a Municipality duly organized and existing by virtue of the laws of the  
State of Florida**

By: Sally M. Boylan  
Sally M. Boylan, CMC, Town Clerk

By: Karen J. Getonka  
Karen J. Getonka, Mayor

(CORPORATE SEAL)



Approved as to Form and Legal  
Sufficiency

By: Thomas J. Baird  
Thomas J. Baird  
Town Attorney

**EXHIBIT A**

**WORK PROGRAM NARRATIVE**  
**TOWN OF JUPITER**

I. The Municipality agrees to:

- A. Utilize the services of a Community Resource Coordinator to: provide housing and foreclosure counseling services; other community service counseling services to include, but not limited to: helping eligible homebuyers obtain affordable housing; assisting homeowners to avoid foreclosure or eviction, assisting residents of the Cinquez Park area of the Town to obtain utility connection funding assistance, counsel residents in accessing social services in Palm Beach County, and provide a point of contact for residents facing financial hardship and possible homelessness. Direct and individualized assistance must be provided to at least 273 unduplicated individuals during the year (Foreclosure Prevention Counseling-50 unduplicated individuals; Cinquez Park SHIP Funded Utility Connections-23 unduplicated individuals; and Community Service Counseling-200 unduplicated individuals). Additionally, the municipality must hold at least four (4) first-time homebuyer classes and at least eight (8) outreach events designed to provide necessary public service information to low and moderate income individuals and households.
- B. 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 either the Town of Jupiter, unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The Municipality shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.
- C. For purposes of this agreement, the HUD definition of Counseling will be used. Counseling is defined as: counselor-to-client or counselor-to-group activity during which the counselor completes any or all of the following types of action:
  - 1. **Interview** the client in a private and a confidential manner to obtain basic information about the client and the client's housing needs or problem(s).
  - 2. **Identifies** resources within the client's community, or HUD that might assist in meeting the client's need or resolving the client's need.
  - 3. **Designs** a counseling plan on behalf of the client.
  - 4. **Explains** the counseling plan to the client and obtains the client's consent for the counselor to carry out the plan, including the actions the client must take.
  - 5. **Refers** the client to other resources within the community and assists the client in arranging appointments with those resources.
  - 6. **Recommends** additional private or group counseling sessions conducted by the municipality or other community resources.
  - 7. **Monitors** the client's progress toward meeting the need resolving the problem.

Eligible Counseling services to be undertaken include:

- 1. **FIRST TIME HOMEBUYER CLASSES**  
Provide education to potential homebuyers about the home buying process by taking a step by step approach. The workshops should be designed to assist potential homebuyers in deciding whether home ownership is right for them, shopping for a house that meets their needs, obtaining a home mortgage, closing the sale, understanding the responsibility of a homeowner, and successfully handling a mortgage obligation.
- 2. **FORECLOSURE PREVENTION COUNSELING**  
Perform on-on-one counseling services to assist clients who are at risk of foreclosure on their home mortgage to identify the cause(s) for the mortgage

default or delinquency and assist the clients to design a plan of action to avoid foreclosure.

3. **COMMUNITY SERVICE COUNSELING**

Perform one-on-one counseling services to help low and moderate income clients obtain necessary services from various community organizations (public and non-profit) throughout Palm Beach County. These services may include, but are not limited to clients obtaining assistance through the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance for Needy Families Program (TANF), Senior Services, etc.

4. **CINQUEZ PARK SHIP FUNDED UTILITY CONNECTIONS**

Assist clients located in the Cinquez Park area of the Town to obtain funding for utility connections through the State Housing Initiative Partnership (SHIP) Program. These services will consist of helping residents to obtain all necessary documentation and completing all necessary forms for new water/sewer connection in Cinquez Park.

5. **OUTREACH EVENTS**

As part of the Town's efforts to assist low and moderate income residents to obtain services in Palm Beach County, the Town will host events to make residents aware of available services and programs and to provide assistance for residents to apply for services.

- 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 (abused children, battered spouses, elderly persons, adults meeting the Bureau of Census definition of "severely disabled", homeless persons, illiterate adults, persons with AIDS, or migrant farm workers). 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:

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 and be made available for monitoring purposes.

- E. The 273 individuals assisted under the Foreclosure Prevention, Community Service, and Cinquez Park SHIP Funded Utility Connection Counseling Services must be unduplicated. An unduplicated individual shall be counted when the Municipality thoroughly documents the client's files to insure that to the greatest extent possible the requirements of Paragraph "C" above have been met. Client files must contain determination of the client's eligibility, income certification, proper documentation, a case plan with an assessment of the client's needs, description of course content, and documentation of achievement.
  - F. 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.
  - G. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the Municipality 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. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
  - I. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
  - J. 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 Municipality 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 not to exceed a maximum of **\$85,000**.
  - B. Provide reimbursement to the Municipality for **four (4) First Time Homebuyer Classes at a rate of \$1,700 per class**. Along with its request for reimbursement, the Municipality must also include proof of advertisement and a copy of the sign-in sheet for the class which include the name and address of each participant.
  - C. Provide reimbursement to the Municipality for **eight (8) Outreach Events at a rate of \$900 per event**. Along with its request for reimbursement, the Municipality must also include proof of advertisement and a copy of the sign-in sheet for the event which include the name and address of each interested person.
  - D. Provide reimbursement to the Municipality for provision of services to **two hundred seventy three (273) unduplicated individuals** by the Community Resource Coordinator at a rate of **\$260.07 per client assisted**.

- E. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- F. Monitor the Municipality 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.
- G. Assume the environmental responsibilities described at 24 CFR 570.604.

S:\PLANADMN\CDBG\SUBRECIP\2009-10\Town of Jupiter\standardCDBG7rev2009.doc

**EXHIBIT B**

**LETTERHEAD STATIONERY**

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

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2009-

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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

TOWN OF JUPITER

EXHIBIT C  
CLIENT DAILY RECORD

Month: \_\_\_\_\_ Year: \_\_\_\_\_

Table with 3 columns: Date of Service, Client Name, Type of Service Provided. The table contains 22 empty rows for data entry.

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HCD. I further acknowledge that all information herein is subject to verification by HCD, Palm Beach County, U.S. HUD or their agents.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**EXHIBIT D**

**DIRECT BENEFITS ACTIVITIES**

**Palm Beach County Housing and Community Development**

Subrecipient/Program Name: \_\_\_\_\_ Agreement: R200\_\_ - \_\_\_\_\_ Month/Year Reported: \_\_\_\_\_

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										
		Income:					TOTAL	Racial/Ethnic Characteristics:				Female Headed Households
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	#Total		# Hispanic				
						Racial Category	This Month	YTD	This Month	YTD		
<b>Total Unduplicated Number Served This Month:</b>	_____*	_____	_____	_____	_____	_____*	White:					
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
							Native Hawaiian/Other Pacific Islander:					
							American Indian/Alaskan Native & White:					
							Asian & White:					
							Black/African American & White:					
							Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					_____ This Month
<b>Total Unduplicated Number Served Year-to-Date (YTD):</b>	_____**	_____	_____	_____	_____	_____**	<b>TOTAL</b>	_____*	_____**	_____	_____	_____ YTD

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

\*\* These totals must agree with each other and be consistent with any previously submitted figures.

**EXHIBIT E**

**DETAILED NARRATIVE REPORT**

**A. AGREEMENT INFORMATION**

**AGREEMENT NUMBER:** R200\_\_ - \_\_\_\_\_ -D **Month Covered:** \_\_\_\_\_

Municipality:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

**B.1. CONTRACT FUNDING**

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

**B.2. DECLARATION OF PROGRAM INCOME:**

All income earned by the Municipality from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Municipality if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

**B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:**

**A. HIGHLIGHTS OF THE PERIOD:**



B.            ACTIVITIES   #BENEFICIARIES   BENEFICIARIES   CONTRACT GOAL  
                                 THIS PERIOD                                   YTD

C.            NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN            OPERATION:

D.            PROBLEMS/CONSTRAINTS:

E.            TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**CERTIFICATE OF COVERAGE**

ISSUED ON: 1/11/2010

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK2FL1 0502011 09-08

COVERAGE PERIOD: 10/1/2009 TO 10/1/2011 12:01 AM

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**Palm Beach County**  
 Attn: Michael Sklar  
 100 Australian Avenue  
 Suite 500  
 West Palm Beach, FL 33406

*Designated Member*  
**Town of Jupiter**  
 210 Military Trail  
 Jupiter, FL 334585784

**LIABILITY COVERAGE**  
**X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000 / \$3,000,000      \$25,000 Deductible  
**X Public Officials Liability**  
 Limit \$1,000,000      \$50,000 Deductible  
**X Employment Practices Liability**  
 Limit \$1,000,000      \$50,000 Deductible  
**X Employee Benefits Liability**  
 Limit \$1,000,000 / \$3,000,000  
**X Law Enforcement Liability**  
 Limit \$1,000,000      \$25,000 Deductible

**WORKERS' COMPENSATION COVERAGE**  
**WC AGREEMENT NUMBER:**  
  
**Self Insured Workers' Compensation**  
  
**Statutory Workers' Compensation**  
  
**Employers Liability**  
 Each Accident  
 By Disease  
 Aggregate Disease

**PROPERTY COVERAGE**  
**X Buildings & Personal Property**  
 Per schedule on file with      \$25,000 Deductible  
 Trust Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*  
**X Rented, Borrowed and Leased Equipment**  
 Limit \$250,000 TIV      See Schedule for Deductible  
**X All other Inland Marine**  
 Limit \$1,619,615 TIV      See Schedule for Deductible

**AUTOMOBILE COVERAGE**  
**Automobile Liability**  
 Limit \$1,000,000      \$25,000 Deductible  
**X All Owned**  
 Specifically Described Autos  
**X Hired Autos**  
**X Non-Owned Autos**  
**Automobile Physical Damage**  
**X Comprehensive** See Schedule for Deductible  
**X Collision** See Schedule for Deductible  
**X Hired Auto** with limit of \$35,000  
  
**Garage Keepers**  
 Liability Limit  
 Liability Deductible  
 Comprehensive Deductible  
 Collision Deductible

**NOTE:** The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/ Locations/ Vehicles/Special items:**

RE: Housing and community Development Grant

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

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 agreement above.

**Administrator**  
**Public Risk Underwriters®**  
 P.O. Box 958455  
 Lake Mary, FL 32795-8455

**Producer**  
**Public Risk Insurance Agency**  
 P. O. Box 2416  
 Daytona Beach, FL 32116

**CANCELLATIONS**  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

*William Z...*

AUTHORIZED REPRESENTATIVE



AID TO VICTIMS OF DOMESTIC ABUSE, INC.

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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, Fl 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 2009-10 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 **Forty-seven thousand and five-hundred dollars (\$47,500)** for the period of **October 1, 2009** through **September 30, 2010**. 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-09-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, 2010**.

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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.

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 or persons presumed to be low/moderate income. All beneficiaries of this agreement must be current residents of Palm Beach County. The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Part III, Paragraph 1 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

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

## AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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.  
100 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



AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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 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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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 100 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

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

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

BOARD OF COUNTY COMMISSIONERS

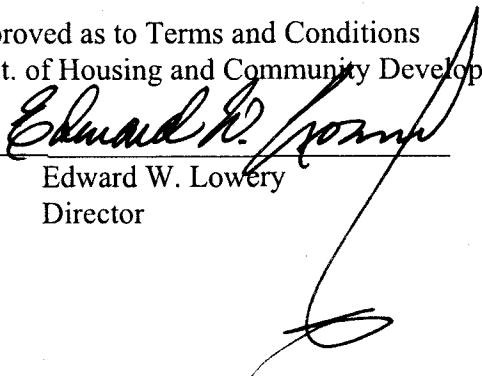
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairperson

Approved as to Form and Legal  
Sufficiency


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

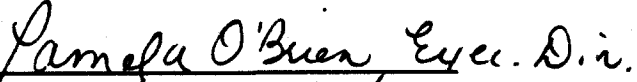
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward W. Lowery  
Director

(COUNTY SEAL)

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

By:   
Ann Bennett, Board President

By:   
Pamela O'Brien, Executive Director

(CORPORATE SEAL)

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 transitional housing and support services to 20 individuals monthly (30 unduplicated individuals annually). All head of households served will also participate in financial literacy and mentoring under the STEPS (Support, Training, and Education for Personal Success) Program, and receive health and educational services under the Health and Wellness Program.
  - B. Maintain and submit to HCD with each request for reimbursement a monthly average daily roster of persons served in a format described in Exhibit "C".
  - 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.)
  - C. 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, illiterate persons, elderly persons, and homeless 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:

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;

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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.

- D. 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.
  - E. 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.
  - F. 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.
  - G. 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.
  - H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
  - I. Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
  - J. 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 not to exceed a maximum of **\$47,500**.
  - B. Provide reimbursement to the Agency as follows: **\$6.51 per person per day** for the provision of transitional shelter and supportive services to estimated **twenty (20)** individuals monthly. Head of households for whom reimbursement is sought must either have already participated in STEPS and Health and Wellness program or must participate in the programs during the course of the fiscal year. The agency must certify such monthly, and documentation of successful participation must be maintained in the client file.
  - C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

- E. 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.
- F. Assume the environmental responsibilities described at 24 CFR 570.604.

S:\PLANADMN\CDBG\SUBRECIP\2009-10\AVDA\standardCDBG7rev2009.doc

**EXHIBIT B**

**LETTERHEAD STATIONERY**

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

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-2009-

---

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





**EXHIBIT D**

**DIRECT BENEFITS ACTIVITIES**

**Palm Beach County Housing and Community Development**

Subrecipient/Program Name: \_\_\_\_\_ Agreement: R200 \_\_\_\_\_ - \_\_\_\_\_ Month/Year Reported: \_\_\_\_\_

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										
		Income:					Racial/Ethnic Characteristics:					Female Headed Households
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	TOTAL	Racial Category	#Total		# Hispanic		
This Month	YTD							This Month	YTD			
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:	_____	_____	_____	_____	This Month  YTD
							Black/African American:	_____	_____	_____	_____	
							Asian:	_____	_____	_____	_____	
							American Indian/Alaskan Native:	_____	_____	_____	_____	
							Native Hawaiian/Other Pacific Islander:	_____	_____	_____	_____	
							American Indian/Alaskan Native & White:	_____	_____	_____	_____	
							Asian & White:	_____	_____	_____	_____	
							Black/African American & White:	_____	_____	_____	_____	
							Am. Indian/Alaskan Native & Black African Am:	_____	_____	_____	_____	
							Other Multi-Racial:	_____	_____	_____	_____	
Total Unduplicated Number Served Year- to-Date (YTD):	_____**	_____	_____	_____	_____	_____**	<b>TOTAL</b>	_____*	_____**	_____	_____	YTD

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

\*\* These totals must agree with each other and be consistent with any previously submitted figures.

**EXHIBIT E**

**DETAILED NARRATIVE REPORT**

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R200\_\_-\_\_\_\_\_-D Month Covered: \_\_\_\_\_

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

B.            ACTIVITIES   #BENEFICIARIES   BENEFICIARIES   CONTRACT GOAL  
   THIS PERIOD     YTD

C.            NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN  
   OPERATION:

D.            PROBLEMS/CONSTRAINTS:

E.            TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**AID TO VICTIMS OF DOMESTIC ABUSE, INC.**

**EXHIBIT F**

ORGANIZATION: AID TO VICTIMS OF DOMESTIC ABUSE, INC. PROGRAM: Transitional Housing FY 2009-10 PALM BEACH COUNTY CDBG				CONTACT NAME: Janet Amigone TITLE: Associate Director PHONE: 561-265-3797											
<b>A. PERSONNEL EXPENSES</b>															
<b>Salaries:</b>															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (HUD)	% Alloc to Program	Other Funding (Contributions & Program Fees)	Total
Case Managers	1.5	\$55,998	20.6%	\$11,524		\$0		\$0		\$0	57.0%	\$38,570	10.5%	\$5,904	\$55,998
Facility Management	1.25	\$38,908		\$0		\$0		\$0		\$0	45.0%	\$19,526	49.8%	\$19,382	\$38,908
Dir Program Services	0.25	\$15,451	48.4%	\$7,471		\$0		\$0		\$0		\$0	51.6%	\$7,980	\$15,451
Direct Service Staff	0.75	\$22,884		\$0		\$0		\$0		\$0		\$0	100.0%	\$22,884	\$22,884
Support Staff (Position)	1	\$34,514		\$0		\$0		\$0		\$0	7.5%	\$3,450	90.0%	\$31,064	\$34,514
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	4.75	\$167,755		\$18,995		\$0		\$0		\$0		\$61,546		\$87,214	\$167,755
<b>Fringe Benefits:</b>															
FICA, WC Unemp.			11.2%	\$1,842		\$0		\$0		\$0	40.0%	\$6,468	49.3%	\$8,082	\$16,392
Health			12.8%	\$2,211		\$0		\$0		\$0	37.5%	\$7,906	41.4%	\$7,141	\$17,258
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$4,053		\$0		\$0		\$0		\$14,374		\$15,223	\$33,650
<b>Sub-Total Personnel</b>				\$23,048		\$0		\$0		\$0		\$75,920		\$102,437	\$201,405
<b>B. OPERATING COSTS</b>															
<b>1 Professional Fees</b>															
			2.1%	\$322		\$0		\$0		\$0	17.9%	\$2,749	80.0%	\$12,321	\$15,392
Other:				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other:				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance			50.8%	\$3,000		\$0		\$0		\$0	38.8%	\$2,296	10.4%	\$615	\$5,911
3 Supplies			25.5%	\$4,430		\$0		\$0		\$0	21.3%	\$3,700	53.1%	\$9,223	\$17,353
4 Communications/Postage/Shipping			0.0%	\$0		\$0		\$0		\$0	0.0%	\$0	100.0%	\$6,134	\$6,134
5 Occupancy			40.9%	\$16,700		\$0		\$0		\$0	53.6%	\$21,875	5.5%	\$2,237	\$40,812
<b>Subtotal Operating Costs</b>				\$24,452		\$0		\$0		\$0		\$30,620		\$30,530	\$85,602
<b>C. ADMINISTRATIVE COSTS</b>															
				\$0		\$0		\$0		\$0	0.0%		100.0%	\$8,155	\$8,155
<b>TOTAL PROGRAM BUDGET</b>			16.1%	\$47,500		\$0		\$0		\$0	36.1%	\$106,540	47.8%	\$141,122	\$295,162



# CERTIFICATE OF LIABILITY INSURANCE

OP ID MO  
AIDTO-1

DATE (MM/DD/YYYY)

11/25/09

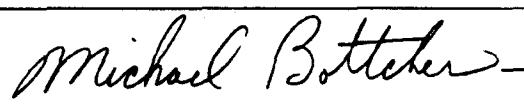
<b>PRODUCER</b> The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Aid To Victims of Domestic Abuse, Inc P.O. Box 6161 Delray Beach FL 33445	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab 1 mil/2 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK369271	12/10/08	12/10/09	EACH OCCURRENCE	\$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100000	
					MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK369271	12/10/08	12/10/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	D&O Liability	PHSD444264	09/07/09	09/07/10	D&O	1,000,000
A	EPLI	PHSD444264	09/07/09	09/07/10	EPLI	1,000,000

**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.  
 \*\*\*\*10 DAYS WRITTEN NOTICE FOR NON-PAY PER FL STATUTE\*\*\*\*\*

<b>CERTIFICATE HOLDER</b>  PALMB40  Palm Beach County Board of County Commissioners c/o H.C.D. 100 Australian Ave. Ste. 500 West Palm Beach FL 33406	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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.  
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ACORD 25 (2009/01)

The ACORD name and logo are reg

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/24/09

PRODUCER  
Paychex Agency, Inc.  
150 Sawgrass Dr  
Rochester, NY 14620

1-800-472-0072

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.

### INSURERS AFFORDING COVERAGE

INSURED  
Paychex Business Solutions, Inc.  
AID TO VICTIMS OF DOMESTIC ASSAULT INC  
911 Panorama Trail South  
Rochester, NY 14625  
877-266-6850

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
	<b>GENERAL LIABILITY</b> <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 - COMPI/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	25890435	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b>				\$ \$ \$

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 INSURED

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b> _____	<b>CANCELLATION</b>
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 <u>90</u> 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>Diane Swetman</i>