Agenda Item #: 31-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 19, 2012	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Department of Economic	Sustainability	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2011-2031) with Aid to Victims of Domestic Abuse, Inc. (AVDA) to increase the amount funded from \$25,000 to \$30,000.

Summary: On July 19, 2011, the Board of County Commissioners approved (R2011-1097) the allocation of \$25,000 in Emergency Shelter Grant Program (ESGP) funds to AVDA, a not-for-profit agency that provides emergency shelter to victims of domestic abuse. On December 20, 2011, the County entered into an Agreement (R2011-2031) with AVDA. The U.S. Department of Housing and Urban Development (HUD) previously determined that a Conflict of Interest, as defined at 24 CFR 576.404, existed with an agency previously recommended for funding. The recommended funding increase will come from that allocation which is being distributed to other agencies as recommended by the ESGP Advisory Board. The required match for these federal ESGP funds will be met by the agency. **No match from County General Funds is required.** (DES Contract Development) Countywide (TKF)

Background and Justification: Palm Beach County Department of Economic Sustainability (DES) receives ESGP funding from HUD. The regulations governing the ESGP require that funds received during a particular year be expended within 24 months of their receipt. Funds which are not expended within that timeframe are subject to recapture by HUD. Due to a conflict of interest associated with Faith-Hope-Love-Charity, Inc., the ESGP Advisory Board provided a recommendation on June 7, 2011, to allocate \$5,000 to AVDA, and the remaining balance to be equally allocated among the four (4) other subrecipients.

Attachments:

1. Amendment 001 to an Agreement with AVDA with Exhibit G.1

2. Agreement (R2011-2031) with AVDA with Exhibits A to H

Recommended By:	Sherry Howard	5-21-2012
<u> </u>	Department Director	Date
Approved By:	dain Q Lag	6/12/12
	Assistant County Administrator	

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A.

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	\$5,000				
External Revenues	(\$5,000)				
Program Income				i vena	
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)					

is Item included in Current Budget?	Yes <u>X</u>	No
Budget Account No.:		

Fund 1101 Dept 143 Unit 1435 Object 8201 Program Code/Period ES15/GY11

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

Approval of this Agenda Item will provide an additional \$5,000 in ESGP funds to AVDA.

C. **Departmental Fiscal Review:** Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

OFMB Legal Sufficiency:

B.

Senfor Assistant County Attorney

C. Other Department Review:

Department Director

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

Amendment 001 entered into this	day of	, , by and between Palm
Beach County and Aid to Victims of Do	mestic Abuse, In	

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2011-2031) with Aid to Victims of Domestic Abuse, Inc. (AVDA), on <u>December 20, 2011</u>, to provide \$25,000 of Emergency Shelter Grant (ESG) funds to operate an emergency shelter and provide supportive services; and

WHEREAS, funding in the amount of \$5,000 remaining available has been reallocated for use in connection with this Agreement; and

WHEREAS, both parties wish to modify this Agreement to, among other things, increase the amount of funding; and

WHEREAS, both parties mutually agree that the original Agreement is hereby amended as follows:

A. PART I - SECTION 1 (3) - DEFINITIONS

The parties recognize that the County has changed the name of Palm Beach County Department of Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD", as it appears in the Agreement, is hereby deleted and replaced with the term "DES" and DES shall mean Palm Beach County Department of Economic Sustainability.

B. PART III – SECTION 1 - MAXIMUM COMPENSATION

Replace "\$25,000" with "\$30,000".

C. PART IV – SECTION 22 – PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Delete the entire Section and replace with the following:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

D. <u>EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.C. PERFORMANCE BENCHMARKS</u>

Delete the Sections I.C.1 and I.C.2 and replace with the following:

- 1. Expend at least \$11,250 of the total funding allocation by March 30, 2012; and
- 2. Expend the remaining \$18,750 of the total funding allocation by <u>September 30, 2012</u>.

E. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION I.L. MATCHING **FUNDS**

Replace "\$25,000" with "\$30,000".

F. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION I.M. BUDGET

Replace "G" with "G.1".

EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION II. A. G.

Delete the entire Section and replace with the following:

A. Provide up to \$30,000 in funding for budget line items as follows:

Operation & Maintenance	
Building and Ground Maintenance	\$5,500
Utilities (water, sewer, electricity)	
Comprehensive Liability Insurance	\$4,900
Facility Supplies (cleaning and laundry supplies)	\$4,000
Equipment Rental and Maintenance	\$2,500
Food (bulk food for shelter)	\$4,000
TOTAL	\$30,000

H. EXHIBIT G - TOTAL PROGRAM BUDGET

(CORPORATE SEAL BELOW)

Delete Exhibit G and replace with Exhibit "G.1" as attached.

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(CORPORATE SEAL BELOW)	AID TO VICTIMS OF DOMESTIC ABUSE, INC. A Florida Corporation By: Craig Hartmann, President By: Pamela O'Brien, President & CEO
(COUNTY SEAL BELOW)	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
ATTEST: Sharon R. Bock, Clerk & Comptroller	By: Shelley Vana, Chair Board of County Commissioners
By: Deputy Clerk	Document No.:
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Department of Economic Sustainability
By: Tammy K. Fields Senior Assistant County Attorney	By: Journey Beard, Director Contract Development and Quality Control

ORGANIZATION: AID TO VICTIMS OF DOMESTIC ABUSE, INC (AVDA)

PROGRAM: Emergency Shelter FY 2011-12 PALM BEACH COUNTY ESG

CONTACT NAME: Janet Amigone TITLE: Chief Operating Officer PHONE: 561-265-3797 x103

				.,											
A. PERSONNEL EXP	ENSES														
Salaries:															
												Other			
										Indirect		Funding		Other	
		Annual	% Alloc	CDBG	% Alloc	ESGP	% Alloc	FAA	% Alloc	County	% Alloc	(Other		Funding	
	FTE	<u>Salary</u>	to <u>Program</u>	<u>Funding</u> to	o <u>Program</u>	Funding 1	to <u>Program</u>	<u>Funding</u>	to <u>Program</u>	Funding	to <u>Program</u>	Grants)	to <u>Program</u>	(FR/Contr)	<u>Tota</u>
Direct Services	11.5	\$426,382		\$0		\$0	27.9%	\$118,893		\$0	58.3%	\$248,633	13.8%	\$58,856	\$426,382
Facility Management	1.5	\$65,977		\$0		\$0	18.4%	\$12,138		\$0	23.9%	\$15,769	57.7%	\$38,070	\$65,977
Program Support	3	\$138,763		\$0		\$0	18.2%	\$25,225		\$0	74.3%	\$103,126	7.5%	\$10,412	\$138,763
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
- -	16	\$631,122	-	\$0	-	\$0	24.8%	\$156,256	_	\$0	58.2%	\$367,528	17.0%	\$107,338	\$631,122
Fringe Benefits:															
Taxes & fees				\$0		\$0	23.0%	\$13,760		\$0	55.9%	\$33,486	21.1%	\$12,670	\$59,916
Insurances				\$0		\$0	22.9%	\$14,907		\$0	55.8%	\$36,374	21.3%	\$13,877	\$65,158
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
,			_	\$0	-	\$0	22.9%	\$28,667	_	\$0	55.9%	\$69,860	21.2%	\$26,547	\$125,074
Sub-Total Personnel			-	\$0	-	\$0	24.5%	\$184,923	· —	\$0	57.8%	\$437,388	17.7%	\$133,885	\$756,196
B. OPERATING COS [*]	тѕ														
1 Professional Fee	es														
	Audit			\$0		\$0	22.5%	\$2,500		\$0	47.5%	\$5,273	30.0%	\$3,327	\$11,100
· F	ees-Services			\$0		\$0	16.6%	\$3,672	•	\$0	32.3%	\$7,157	51.2%	\$11,356	\$22,185
	Professional D	ues		\$0		\$0		\$0		\$0	•	\$586	91.2%	\$6,055	\$6,641
C	Certification			\$0		\$0	50.0%	\$2,000		\$0		\$0	50.0%	\$2,000	\$4,000
2 Insurance				\$0	24.7%	\$4,900	25.2%	\$5,000		\$0	32.9%	\$6,528	17.2%	\$3,423	\$19,851
3 Supplies				\$0		\$0	37.3%	\$3,250		\$0	1.6%	\$141	61.1%	\$5,329	\$8,720
4 Communications	/Postage/Ship	ping		\$0		\$0	34.3%	\$10,462		\$0	37.3%	\$11,375	28.4%	\$8,645	\$30,482
5 Occupancy				\$0	37.7%	\$25,100	22.8%	\$15,200		\$0	36.7%	\$24,455	2.7%	\$1,827	\$66,582
Subtotal Operating C	osts		_	\$0	17.7%	\$30,000	24.8%	\$42,084	_	\$0	32.7%	\$55,515	24.7%	\$41,962	\$169,561
Т	OTAL PROG	RAM BUDG	ET	\$0	3.2%	\$30,000	24.5%	\$227,007		\$0	53.2%	\$492,903	19.0%	\$175,847	\$925,757

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 Emergency Shelter Grants 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 an Emergency Shelter Grants Program (ESGP) in certain areas of Palm Beach County, pursuant to the McKinney-Vento Homeless Assistance Act as amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009; and

WHEREAS, Palm Beach County, in accordance with the FY 2011-2012 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 <u>AID TO VICTIMS OF DOMESTIC</u>
<u>ABUSE, INC</u>. to implement such undertakings of ESGP; and

WHEREAS, <u>AID TO VICTIMS OF DOMESTIC ABUSE</u>, <u>INC</u>. wishes to enter into this Agreement to implement the herein described undertakings.

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

PART I

DEFINITION AND PURPOSE

1. <u>DEFINITIONS</u>:

- "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants 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) "Homeless" means the definition set by the HEARTH Act of 2009 regulations.

2. <u>PURPOSE</u>:

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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under ESGP.

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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

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 \$25,000 for the period of October 1, 2011 through September 30, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County. Further budget changes within the designated Agreement 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.

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 S-11-UC-0016. 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, 2012.

METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HCD proper documentation of expenditures. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HCD.

Each request for reimbursement submitted by the Agency 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. Invoices will not be honored or approved if received by HCD later than forty-five (45) days after the expiration date of this Agreement.

4. <u>CONDITIONS ON WHICH PAYMENT IS CONTINGENT</u>

(1) <u>IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES</u>

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 the County's 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) <u>SUBCONTRACTS</u>

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) <u>PURCHASING</u>

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 upon 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, if after being provided written notice, the Agency does not satisfactorily comply 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

The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HCD on an monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HCD approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). Upon HCD approval, the Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration of this Agreement.

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

2. <u>OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES</u>

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize 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 minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Action Plan approved by U.S. HUD.

3. PROJECT BENEFICIARIES

Beneficiaries of a project funded through this Agreement must be homeless or at risk of homelessness. The project funded under this agreement shall assist beneficiaries as stated before 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. EVALUATION AND MONITORING

The Agency agrees that HCD will carry out regular monitoring and evaluation activities as determined necessary by HCD or the County, along with other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HCD. Substandard performance, as determined by HCD, will constitute noncompliance with 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 HUD. The Agency shall allow HCD, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. <u>AUDITS AND INSPECTIONS</u>

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

If during the year, the agency expends over \$500,000 of Federal awards, the Agency shall comply with the Provision of OMB Circular A-133. 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 thirty (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 were 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.

6. <u>DATA BECOMES COUNTY PROPERTY</u>

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.

Notwithstanding any other provision in this Agreement, all documents, records, reports, and any other materials produced hereunder shall be subject to disclosure, inspection, and audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

7. <u>INDEMNIFICATION</u>

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

8. <u>INSURANCE</u>

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(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(2) <u>BUSINESS AUTOMOBILE LIABILITY</u>

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) WORKERS' 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 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) <u>CERTIFICATE OF INSURANCE</u>

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 Agency shall deliver the certificate(s) to HCD at its office located at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 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.

9. 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.

10. CONFLICT OF INTEREST

The Agency shall comply with 24 CFR 576.57(d) 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 provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

11. <u>CITIZEN PARTICIPATION</u>

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

12. 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.

13. 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:

- This Agreement including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (2) Office of Management and Budget Circulars A-87, A-110, A-122, 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, 13279, Section 3 of the Housing and Community 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;
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended;
- (7) The Drug-Free Workplace Act of 1988, as amended;
- (8) Florida Statutes, Chapter 112;
- (9) Palm Beach County Purchasing Ordinance;
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended, 24 CFR Part 85, 24 CFR 576.57(h), and Consolidated Plan Final Rule (24 CFR Part 91), as amended;
- (11) The Agency's Personnel Policies and Job Descriptions;
- (12) The Agency's Articles of Incorporation and Bylaws;
- (13) The Agency's Certificate of Insurance;
- (14) Current list of the Agency's Officers and members of Board of Directors; and
- (15) 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.

14. <u>REDUCTION IN FUNDING</u>

In the event the grant to the County under McKinney-Vento Homeless Assistance Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and by reducing the number of beneficiaries commensurate with the revised funding level.

15. TERMINATION

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

(1) 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 specifying 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.

(2) 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.

(3) TERMINATION DUE TO CESSATION

In the event the grant to the County under McKinney-Vento Homeless Assistance Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 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.

16. <u>SEVERABILITY OF PROVISIONS</u>

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.

17. <u>AMENDMENTS</u>

The County or the Agency, at its discretion, may amend this Agreement to conform to 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.

18. NOTICE

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office located at 100 Australian Avenue, Suite 500, West Palm Beach, Florida

33406, and to the Agency when delivered to its office located at the address listed on Page One of this Agreement.

19. 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.

20. NO FORFEITURE

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

21. 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).

22. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code Section 2-421 to 2-440, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County agreements, contracts, transactions, accounts, and records. All parties doing business with the County and receiving County funds, including the agency, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

23. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of <u>Twenty-Four (24)</u> 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.

24. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on the	day of, 20
AID CORPORATE or AGENCY SEAL BELOW)	By: Craig Hartmann, President By: Craig Hartmann, President By: Craig Hartmann, President By: Craig Hartmann, President
(COUNTY SEAL BELOW)	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
ATTEST: Sharon R. Bock. Clerk & Comptroller By: Deputy Clerk	By: X Welley Yama Shelley Vana, Chair Board of County Commissioners DEC 2 0 2011 Document No.: 2011 2031
Approved as to Form and Legal Sufficiency By: Ammy K. Fields Senior Assistant County Attorney	Approved as to Terms and Conditions Dept. of Flousing and Community Development By: Journey Beard, Director Contract Development and Quality Control

EXHIBIT "A"

WORK PROGRAM NARRATIVE

- I. THE AGENCY AGREES TO:
 - A. <u>PROJECT SCOPE</u>: Operate an emergency shelter facility located at a confidential location and provide services to victims of domestic abuse.
 - B. <u>BENEFICIARIES</u>: During the term of this Agreement, provide emergency shelter and supportive services to 144 unduplicated individuals. All beneficiaries must be current residents of Palm Beach County.
 - C. <u>PERFORMANCE BENCHMARKS</u>: In order to timely meet ESGP deadlines, the Agency shall comply with the following Performance Benchmarks:
 - Expend at least 45% (\$11,250) of the total funding allocation by <u>March 30, 2012</u>;
 - 2. Expend remaining 55% (\$13,750) of the total funding allocation by September 30, 2012.

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

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

The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

- D. <u>REPAYMENT</u>: The Agency shall repay to the County all funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.
- E. WRITTEN DOCUMENTATION: The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are either homeless, or at risk of becoming homeless. The Agency shall provide such written verification to HCD, upon HCD's request. For the purposes of this Agreement, "homeless", "homeless individuals", and "homeless persons" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as the following:
 - An individual or family who lacks a fixed, regular, and adequate nighttime residence and is:
 - An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); or
 - An individual who is exiting an institution where he or she resided for 90 days or less and who resided in a shelter or place not meant for human habitation immediately before entering the institution;

- 2. An individual or family who will imminently lose their primary nighttime residence, provided that;
 - The primary nighttime residence will be lost within 14 days of the application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks needed to obtain other permanent housing;
- 3. Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless under this definition and:
 - Have not have a lease, ownership interest, or occupancy agreement in permanent housing and any time during the 91 days immediately before applying for homeless assistance;
 - Have experienced persistent instability as measured by three moves or more during the 90 day period immediately before applying for homeless assistance; and
 - Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration, and a history of unstable employment; and
- 4. An individual of family who:
 - Is fleeing, or is attempting to flee, domestic violence, dating violence sexual
 assault, stalking, or other dangerous or life-threatening conditions that relate
 to violence against the individual or a family member that has either taken
 place within the individual's or family's primary nighttime residence or has
 made the individual or family afraid to return to their primary residence;
 - Has no other residence; and
 - Lacks the resources or support networks needed to obtain other permanent housing.

For purposes of this Agreement, "homeless individual with a disability" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as an individual who is homeless and has a disability that:

- Is expected to be long-continuing or of indefinite duration;
- Substantially impedes the individual's ability to live independently;
- Could be improved by the provision of more suitable housing conditions;
- Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post traumatic stress disorder, or brain injury;
- Is a developmental disability; or
- Is the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agency for acquired immunodeficiency syndrome, including infection with human immunodeficiency virus (HIV).
- F. INTAKE PROCEDURES: Maintain and follow written intake procedures to ensure compliance with the homeless definition as defined Exhibit "A", Section G of this Agreement. At a minimum, the procedures must include documentation at intake of the specific evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance. The Agency must keep these records for five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:
 - 1. Acceptable evidence of homelessness of an individual or family:

- Certification by the individual or head of household seeking assistance;
 Written observation by an outreach worker of the conditions where the individual or family was living; or
- A written referral by another housing or service provider.
- 2. Acceptable evidence that a person resided in a shelter facility or is exiting an institution where he resided for ninety (90) days or less:
 - Any one of the three documents described above; and
 - A written referral from a social worker, case manger, or other appropriate
 official of the institution, stating the beginning and end dates of the time the
 individual resided in the institution.
- 3. Acceptable evidence that a person or family will imminently lose their housing must include one of the following:
 - A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days;
 - For individuals or families leaving a hotel room not paid by Federal, State
 or Local government resources, evidence that individual or family lacks the
 resources necessary to reside there for fourteen (14) days; or
 - An oral statement by the individual or head of household seeking assistance
 that the owner or renter of the housing in which they are residing will not
 allow them to stay for more than fourteen (14) days. This statement must be
 documented and verified; and
 - Certification by the individual or head of household seeking assistance that no subsequent residence has been identified; and
 - Self-certification or other written documentation that the individual or family lacks the financial resources and support networks needed to obtain permanent housing.
 - 4. Acceptable evidence of homelessness for unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless:
 - Certification by the individual or head of household seeking assistance; written observation by an outreach worker of the conditions where the individual or family was living; or referral by another housing or service provider;
 - Certification by the individual or head of household seeking assistance and any supporting documentation that the individual or family has moved three or more times during the ninety (90) day period immediately before applying for assistance: and
 - Written diagnosis from appropriate licensed professional or an intake observation of disability that is to be confirmed within forty-five (45) days of the application for assistance by and appropriate professional.
 - Acceptable evidence of homelessness for individuals or families fleeing domestic abuse:
 - Oral statement by the individual or head of household seeking assistance, written observation by the intake worker, or written referral by a housing or service provider, social worker, hospital, or the police. If an oral statement is used, it must be documented by either s self-certification or a certification by the intake worker.
- G. <u>REPORTS</u>: The Agency shall submit to HCD, by the 10th of each month, the **Direct Benefit Activities Form** (Exhibit "D"), the **Detailed Narrative Report** (Exhibit "E"), and the **ESGP Grantee Statistics Report** (Exhibit "F"). The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include, among other things, a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.

- H. MONTHLY REPORTS: 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.
- I. <u>CLIENT MANAGEMENT INFORMATION SYSTEM</u>: To the extent permitted by law, the Agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- J. <u>HOMELESS COALITION OF PBC</u>: 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.
- K. <u>COORDINATION OF SERVICES</u>: Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- L. MATCHING FUNDS: The Agency will provide matching funds, or match-in-kind, of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth (6th) month of the Agreement term (February, 2012); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$25,000) is to be provided in the form of the <u>value of staff salaries paid</u> to agency staff in support of carrying out the ESG activity.

- M. <u>BUDGET</u>: Attest to the accurate completion of Exhibit "G" 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 "G".
- N. <u>INVOICES</u>: Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

II. THE COUNTY AGREES TO:

A. Provide up to \$25,000 in funding for budget line items as follows:

OPERATIONS AND MAINTENANCE OF SHELTER

TOTAL	\$25,000
Food (bulk food for shelter)	\$4,000
Equipment Rental and Maintenance	
Equipment Pontal and A.	\$4,000
Facility Supplies (cleaning and laundry supplies)	\$3,000
Comprehensive Liability Insurance	63 000
Utilities (water, sewer, electricity)	\$6,000
Titilities (made	\$5,500
Building and Grounds Maintenance	PE 500

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

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:		
ennount of D	will find Invoice#	, requesting reimbursement in the The expenditures for this invoice
oo tors are be	riodthrough ched originals or copies of documentation relati	Vouxvill
	Approved for S	ubmission

Ref: S:\PLANADMN\MISCADMN\Shell Contracts\standardESGP.doc

EXHIBIT "C"

LETTERHEAD STATIONERY

DATE:			
то:	Edward W. Lowery Housing and Comm 100 Australian aver West Palm Beach, I	nunity Development nue, Suite 500	
FROM:	Name of Subrecipie Address: Telephone:	ent:	
SUBJECT:	REPORT OF MAT	CH PROVIDED UNDER ESGP AGREEMENT (R-2009
As required by has been pro- under the Ag	vided as described be	Iter Grants Program (ESGP) Agreement identified a low, toward the expense of providing the ESGP ac	above, Match stivity funded
	ime Frame elect One)	Type of Match	Amount
3/1/20	2011 - 2/28/2012 2012 - 9/30/2012 2012 - (specify)		\$
1. 2.		vided to substantiate the Match:	L
I certify that agency recor	the statements above ds.	and the documents provided are accurate represen	tations of
		(Signature) Name:	
		Title:	

DIRECT BENEFITS ACTIVITIES

AID TO VICTIMS OF DOMESTIC ABUSE, INC. EXHIBIT "D" Palm Beach County Housing and Community Development

						Total	Number of Individuals or Households Serve	d Who Are:		-		
	TOTAL	Income: Racial/Ethnic Characteristics:										
	Number of Individuals	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#1	Cotal	#1	Hispanic	Female Headed
					<30%		Racial Category	This Month	YTD This Month YTD	Households		
							White:					
							Black/African American:					
		ļ					Asian:]
							American Indian/Alaskan Native:					
Total Unduplicated Number Served This Month:						*	Native Hawaiian/Other Pacific Islander:					
This Mouth:							American Indian/Alaskan Native & White:					
Total Unduplicated							Asian & White:					
Number Served Year-to-Date	**					**	Black/African American & White:					
(YTD):							Am. Indian/Alaskan Native & Black African Am:					This Month
							Other Multi-Racial:					
							TOTAL	*	**		·	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"

AID TO VICTIMS OF DOMESTIC ABUSE, INC. DETAILED NARRATIVE REPORT

AGREEMENT INFO	DRMATION		
AGREEMENT NUMBER: R20	00	D Month	Covered:
Agency:			
Address:			
Person Preparing Report:			
Signature and Title:			
Contract Effective Dates:			
3.1. CONTRACT FUNDING			
	<u>Budgeted</u>	Expended	Percentage
Total Project:	\$	\$	%
CDBG Funding:	\$	\$	%
ESGP Funding:	\$	\$	%
Other Funding:	\$	\$	%
Detailed expenditures for the period	i:		
3.2. DECLARATION OF PROC	FRAM INCOM	E:	
All income earned by the Agency from the reported below. When calcumount by the percentage of the ac Agency may request that program approval, and provided that the Age as contained within this Agreement	ulating the amo tivity being fun income be use ncy is in compli	unt of income e ided by CDBG d to fund other	arned by the activity, prorate the or ESGP. As noted herein, the
	Received This Period	Received To Date	
Program Income:	\$	\$	
Source of Program Income:			
B.3. DESCRIBE ANY ATTEMI	PTS TO SECU	RE ADDITION	IAL FUNDING:
A. HIGHLIGHTS OF 1	THE PERIOD:		

- B. <u>ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL THIS PERIOD YTD</u>
- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "F"

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

Emergency Shelter Grants Program
Grantee Statistics Report for FY 20___-0__

Agency:					
		Agreen	nent No.: R20		
Date:		Month/	Year Reporting:		
Beneficiary Data	iber of fy dren)	Total Number of Duplicated Persons Served Year to Date		Total Number of Unduplicated Persons Served Year to Date	
Non-Residential Beneficiaries (includes Homeless Prevention and Essential Services) Residential Beneficiaries (includes Emergency					SOLVER TOTAL TO DATE
Shelter and Transitional Housing)					
Familial Data		Nu	mber of Persons Serve	d Year	to Date Who Are:
Unaccompanied 18 and over			Male		Female
Unaccompanied under 18					
Families with Children Headed By:		L			
Single 18 and Over					
Single Under 18					
Two Parents 18 and over					
Two Parents under 18					
Family Households with no Children					
Racial/Ethnic Data		Nu	mber of Persons Serve	d Year	
White:			# Total		# Hispanic
Black/African American:					
Asian:					
American Indian/Alaskan Native:					
Native Hawaiian/Other Pacific Islander:					
American Indian/Alaskan Native & White: Asian & White:					
Please/AG:					
Black/African American & White:					
Am. Indian/Alaskan Native & Black/African Amer Other Multi-Racial:	ican:				
Types of Housing (Residential Only) Barracks:		·	Number of Persons Se	rved Y	ear to Date in:
Group/Large Home:					
Scattered Site Apartment:					
Single family Detached Home:					· · · · · · · · · · · · · · · · · · ·
Single Room Occupancy:					
Mobile Home/Trailer:					
Hotel/Motel:	·				
Other:					
Demographic Data (Residential Only)		Number	of Persons Served Yea	ur to D	-4- XVII A
Chronically Homeless (Emergency Shelter Only):			OTT OISOID SCIVED 162	11 10 1	ate who Are:
Severely Mentally III:			····		
Chronic Substance Abuser					
Other Disability:					
Veterans:		***************************************			
Persons with HIV/AIDS:					
Victims of Domestic Violence:		······			
Elderly:					
Comments:				•	

EXHIBIT G



PROGRAM: Emergency Shelter FY 2011-12 PALM BEACH COUNTY ESG						TITLE: Ch	NAME: Jan lef Operatins 61-265-3797	Officer							
A. PERSONNEL EXPEN	ISES										· · · · · · · · · · · · · · · · · · ·				
Salaries:															
ĺ												Other			
ł										Indirect		Funding		Other	
l		Annual	% Alloc	CDBG	% Alloc			FAA	% Alloc	County	% Affoc	(Other	% Alloc	Funding	
	FIE	Salary	to <u>Program</u>	Funding	to <u>Program</u>	<u>Funding</u>	to Program	<u>Funding</u>	to <u>Program</u>	Funding	to <u>Program</u>	Grants)	to Program	(FR/Contr)	<u>Tot</u>
Direct Services	11.5	\$426,382		\$0		\$0	27.9%	\$118,893		\$0	58.3%	\$248,633	13.8%	\$58.856	\$426,38
Facility Management	1.5	\$65,977		\$0		\$0	18.4%	\$12,138		\$0	23.9%	\$15,769	57.7%	\$38,070	\$65,97
Program Support	3	\$138,763		\$0		\$0	18.2%	\$25,225		\$0	74.3%	\$103,126	7.5%	\$10,412	\$138,76
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$
(Position)		\$0	_	\$0		\$0	_	\$0	_	\$0		\$0		\$0	\$
	16	\$631,122	_	\$0		\$0	24.8%	\$156,256	-	\$0	58.2%	\$367,528	17.0%	\$107,338	\$631,12
Fringe Benefits:									*						
Taxes & fees				\$0		\$0	23.0%	\$13,760		\$0	55.9%	\$33,486	21.1%	\$12,670	\$59,916
Insurances				\$0		\$0	22.9%	\$14,907		\$0	55.8%	\$36,374	21.3%	\$13,877	\$65,158
(Benefit)				\$0	_	\$0		\$0		\$0		\$0		\$0	\$(
			-	\$0	_	\$0	22.9%	\$28,667	_	\$0	55.9%	\$69,860	21.2%	\$26,547	\$125,074
Sub-Total Personnel				\$0	-	\$0	24.5%	\$184,923	_	\$0	57.8%	\$437,388	17.7%_	\$133,885	\$756,196
B. OPERATING COSTS															
1 Professional Fees															
Audit				\$0		\$0	22.5%	\$2,500		\$0	47.5%	\$5.273	30.0%	\$3,327	\$11,100
Fees	-Services			\$0		\$0	16.6%	\$3,672		\$0	32.3%	\$7,157	51.2%	\$11,356	\$22,185
Profe	ssional Du	es		\$0		\$0		\$0		\$0	32.5.5	\$586	91.2%	\$6,055	\$6,641
Certif	ication			\$0		\$0	50.0%	\$2,000		\$0		\$0	50.0%	\$2,000	\$4,000
2 Insurance				\$0	16.7%	\$3,000	27.9%	\$5,000		\$0	36.4%	\$6,528	19.1%	\$3,423	\$17,951
3 Supplies				\$0		\$0	37.3%	\$3,250		\$0	1.6%	\$141	61.1%	\$5,329	\$8,720
4 Communications/Pos	tage/Shipp	ing		\$0		\$0	34.3%	\$10,462		\$0	37.3%	\$11,375	28.4%	\$8,645	\$30,482
5 Occupancy				\$0	34.7%	\$22,000	23.9%	\$15,200		\$0	38.5%	\$24,455	2.9%	\$1,827	\$63,482
ubtotal Operating Costs				\$0	15.2%	\$25,000	25.6%	\$42,084	_	\$0	33.7%	\$55,515	25.5%	\$41,962	\$164,561
тота	L PROGR	AM BUDGE	г	\$0	2.7%	\$25,000	24.7%	\$227,007		\$0	53.5%	\$492,903	19.1%	\$175,847	\$920,757

S:\2011_12\ESGP\Projects\Funded\Aid to Victims of Domestic Abuse\Agreement\Exhibit G_Budget Sheet ESGP 11-12

EXHIBIT "H"

EMERGENCY SHELTER GRANTS PROGRAM

CHECKLIST TO COMPLETE IF PROVIDING HOMELESS PREVENTION ASSISTANCE

emergency Client Name:	is form in presence of client. Completed form should be placed in client file when financial assistance is provided for rent or utility assistance under ESGP grant.)
-	Does the client have a rent eviction notice or a utility termination notice? (Note: Copy of notice must be included in client's file. Copy of notice must be presented to HCD along with copy of check and copy of this form in order to receive reimbursement.)
	Is the emergency financial assistance necessary to avoid eviction or termination of utility services?
	Are the circumstances of the client due to a sudden and unexpected drop in income?
	(i.e., primary wage earner laid off from work; back injury prevents work; primary wage earner abandons family; family crisis, etc.)
	Is there a reasonable chance that the client will be able to resume making payments within a 3-month period of time? (i.e., primary wage earner has good chance of securing new job; displaced homemaker will receive job training; back injury is expected to heal within 3 months; etc.)
	(If no, financial assistance cannot be provided under ESGP grant.)
	Will this emergency financial assistance duplicate other similar aid from another agency?
	(If yes, financial assistance cannot be provided to client with ESGP funds.)
	Will this emergency financial assistance prevent homelessness?
SIGNATURE I certify that the	OF CLIENT: e answers I have made to the above questions are true and correct
	Signature of Client Date

S:\Forms-Shell\ESGP\Homeless Prevention Checklist.doc



ACORD 25 (2010/05)

CERTIFICATE OF LIABILITY INSURANCE

AIDTO-1 OP ID: PR

DATE (MM/DD/YYYY) 04/26/12

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

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

PRODUCER Gulfstream Insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 David Arch		954-561-2220 954-566-0673						
			INSURER(S) AFFORDIN	····	NAIC#			
	Aid to Victims of Domestic Abuse, Inc.		INSURER B:	ncy me oo				
P.O. Box 6161			INSURER C :					
	Delray Beach, FL 33482-6161		INSURER D :	*				
			INSURER E :					
			INSURER F:					

	P.O. Box 6161		INSURER C:					
1	Delray Beach, FL 33482-6161		INSURER D:					
		INSURI	INSURER E :					
L	WED ACCO		INSURER F:					
	VERAGES CERTIFICATE NUMI				REVISION NUMBER:	···		
(HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE NDICATED. NOTWITHSTANDING ANY REQUIREMENT, TEI ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE IN XCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	RM OR CONDITION OF AN SURANCE AFFORDED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	CT TO M	HICH THIS	
INSF LTR	TYPE OF INSURANCE ADDL SUBRUND INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
	GENERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000	
Α	X COMMERCIAL GENERAL LIABILITY X PHPK	804570	12/10/11	12/10/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	CLAIMS-MADE X OCCUR				MED EXP (Any one person)	\$	5,000	
Α	X Professional Liab PHPK	804570	12/10/11	12/10/12	PERSONAL & ADV INJURY	\$	1,000,000	
Α	X Abuse/Molestation PHPK	804570	12/10/11	12/10/11	GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$	2,000,000	
╙	POLICY PRO- JECT LOC			<u> </u>		\$		
١.	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
A		804570	12/10/11	12/10/12	BODILY INJURY (Per person)	\$		
	AUTOS AUTOS				BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
-		· · · · · · · · · · · · · · · · · · ·				\$		
	UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$		
1	EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$		
-	DED RETENTION \$ WORKERS COMPENSATION					\$		
İ	AND EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE N/A				E.L. EACH ACCIDENT	\$		
1	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$		
-	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$		
DE	SCRIPTION OF OREDATIONS // COATIONS // TOWN // TOWN			<u> </u>				
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Shelter/Halfway House 2007 Honda Odyssey #5FNRL38207B088176 Professional Liability \$1mm/\$2mm aggregate; Abuse/Molestation \$1mm/\$2mm aggr Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Dept. of Housing and Community Develeopment are additional insured (see Attached)							
င	ERTIFICATE HOLDER	CAN	CELLATION	I				
		PALMB10 SH	OULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE O	ANCELLI	ED BEFORE	

CERTIFICATE HOLDER	CANCELLATION
PA Palm Beach County Board of County Commissioners	LMB10 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
c/o H.C.Ď. 100 Australian Ave., Ste 500 West Palm Beach, FL 33406	Javid And
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HOLDER CODE INSURED'S NAME PALMB10
Aid to Victims of Domestic AIDTO-1 OP ID: PR PAGE 2 **NOTEPAD:** DATE 04/26/12 with respect to general liability. With 10 days cancellation notice for non payment of premium and 30 days for all others.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may requre an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) PRODUCER WELLS FARGO INS. SERV. USA-CH, NC FAX (A/C, No): PHONE (A/C, No, Ext): 6100 FAIRVIEW ROAD, SUITE 800 E-MAIL ADDRESS PO BOX 220748 INSURER(S) AFFORDING COVERAGE NAIC# **CHARLOTTE, NC 28222** HARTFORD FIRE INSURANCE CO. INSURER A: INSURED 6287 - FL INSURER B INSURER C: STRATEGIC OUTSOURCING, INC. INSURER D: PO BOX 241448 INSURER E: CHARLOTTE, NC 28224 INSURER F: **COVERAGES CERTIFICATE NUMBER: 46,912 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE ADD'L SUBR INSD WVD POLICY NUMBER POLICY EFF POLICY EXP (MM/DD/YYYY) GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre COMMERCIAL GENERAL LIABILITY \$ CLAIMS MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea Accident) ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) **|**\$ HIRED AUTOS PROPERTY DAMAGE b46814 **UMBRELLA LIAB** OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS MADE AGGREGATE RETENTION \$ DED \$ WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under X WC STATU-TORY LIMITS Y/N 22WBRG30001 03/01/2012 03/01/2013 E.L. EACH ACCIDENT 1,000,000 N/A E.L. DISEASE - EA EMPLOYER 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EMPLOYEES OF AID TO VICTIMS OF DOMESTIC ABUSE, INC., BUT LIMITED TO THOSE WHO ARE ASSIGNED EMPLOYEES ACCORDING TO THE TERMS & CONDITIONS OF A VALID SERVICE AGREEMENT WITH STRATEGIC OUTSOURCING, INC. AND/OR ITS SUBSIDIARIES AND SUBJECT TO FORMS AND CONDITIONS. FAX: 561-265-2102 CERTIFICATE HOLDER Certificate ID 46,912 CANCELLATION Palm Beach County Board of Cty Commissioners, a Politica SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE GEHISEXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Subdivision of the State of FL, its Officers, Employees and C/O Palm Beach County Dept. of Economic Sustainability 100 Austrailian Ave, Suite 500 AUTHORIZED REPRESENTATIVE West Palm Beach, FL 33406

William of Gridewill TV