

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2012 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Urban League of Palm Beach County, Inc. (Urban League) in the amount of \$5,000 in Emergency Shelter Grant Program (ESGP) funds for the period June 19, 2011 to September 30, 2012.

Summary: The Urban League is a not-for-profit agency whose offices are located at 1700 N. Australian Avenue in the City of West Palm Beach. Under this Agreement the Urban League will provide emergency rent and utility assistance to individuals and families at risk of becoming homeless. 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 will come from that allocation which is being distributed to other agencies as recommended by the ESGP Advisory Board. Two (2) employees of the Urban League serve on County boards. Jimmy Weatherspoon serves on the Housing Finance Authority, and Patrick Franklin serves on the Overall Economic Development Program Committee. These Boards provide no regulation, oversight, management, or policy-setting recommendations regarding the above Agreement. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. 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 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 the Urban League of Palm Beach County, Inc., and the remaining balance to be equally allocated among four (4) other subrecipients.

Attachments:

1. Agreement with Urban League of Palm Beach County, Inc. with Exhibits A to H

Recommended By: Edward W. Jorgensen 6/6/2012
Department Director Date

Approved By: Sharon G. [Signature] 6/12/2012
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

# ADDITIONAL FTE POSITIONS (Cumulative)					
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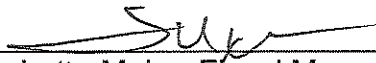
Is Item Included In Current Budget? Yes X No
 Budget Account No.:

Fund 1101 Dept 143 Unit 1435 Object 8201 Program Code/Period ES44/GY11

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

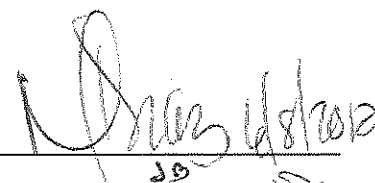
Approval of this Agenda Item will provide \$5,000 in ESGP funds to the Urban League of Palm Beach County, Inc.

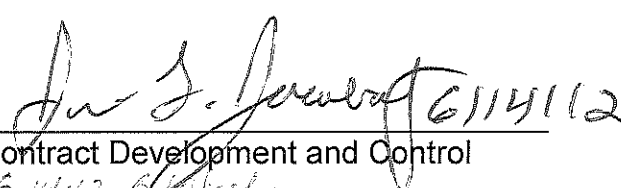
C. Departmental Fiscal Review:


 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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


 OFMB
 5/24/12


 Contract Development and Control
 6-14-12

B. Legal Sufficiency:


 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
URBAN LEAGUE OF PALM BEACH COUNTY, INC.**

THIS AGREEMENT, entered into this _____ day of _____, _____, 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 **Urban League of Palm Beach County, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1700 North Australian Avenue, West Palm Beach, FL 33407, and its Federal Tax Identification Number as 59-1533710.

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 Urban League of Palm Beach County, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage Urban League of Palm Beach County, Inc. to implement such undertakings of ESGP; and

WHEREAS, Urban League of Palm Beach County, Inc. 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. **DEFINITIONS:**

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "DES" means Palm Beach County Department of Economic Sustainability.
- (4) "Agency" means Urban League of Palm Beach County, Inc.
- (5) "DES Approval" means the written approval of the DES 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. **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. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under ESGP.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by DES, 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 DES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of FIVE THOUSAND DOLLARS (\$5,000) for the period of June 19, 2012 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 DES 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 DES 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 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.

3. 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 DES 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 DES.

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 DES 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 DES. Invoices will not be honored or approved if received by DES later than forty-five (45) days after the expiration 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 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 DES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES 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 DES 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 DES and approved by DES 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 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 DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES 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 DES, 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 DES 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 ESGP 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 DES on an monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to DES 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 DES 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. 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 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 DES upon DES's request.

4. EVALUATION AND MONITORING

The Agency agrees that DES will carry out regular monitoring and evaluation activities as determined necessary by DES 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 DES. Substandard performance, as determined by DES, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to DES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES or the County. The Agency shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Agency shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Agency shall allow DES, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, 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 DES, 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 DES-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. 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 DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. 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 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. 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(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) 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) 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 Economic Sustainability."** 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 Agency shall deliver the certificate(s) to DES 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 DES, 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 DES 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. CITIZEN PARTICIPATION

The Agency shall cooperate with DES 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 DES.

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 DES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize DES'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:

- (1) 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. REDUCTION IN FUNDING

In the event the grant to the County under McKinney-Vento Homeless Assistance Act, as amended by the 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 the 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. 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.

17. AMENDMENTS

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 DES 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. If either party changes its mailing address or designated recipient for notices, such changes shall be communicated in writing to the other party within ten (10) days of the change.

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

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 Municipality, 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.

23. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-four (24) 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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

**URBAN LEAGUE OF PALM BEACH
COUNTY, INC.**

(CORPORATE SEAL BELOW)

A Florida Corporation

By: _____
Shaun Francis, Chair

By: _____
Patrick J. Franklin, President and 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

EXHIBIT "A"

WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

- A. **PROJECT SCOPE:** Operate a Homeless Prevention Program which will be administered from the Agency's location at 1700 N. Australian Avenue, West Palm Beach, FL 33407.
- B. **BENEFICIARIES:** During the term of this Agreement, provide Homeless Prevention assistance through emergency rent and utility assistance to at least seven (7) unduplicated households during the term of this agreement. The total Homeless Prevention assistance provided through this agreement shall not exceed \$5,000.
- C. **HOMELESS PREVENTION:** For the purpose of this Agreement, Homeless Prevention Assistance is defined as emergency rent or utility payment assistance given to families or individuals who are currently residing in housing, but are at risk of becoming homeless and require temporary assistance to retain their housing.

Persons receiving such assistance must be current residents of Palm Beach County, and must show reasonable proof that the aid is necessary, and that the following conditions are met:

- 1. An eviction, foreclosure, or termination of service notice has been received;
- 2. The circumstances are due to a sudden and unexpected drop in income;
- 3. The aid will not supplant similar aid from a preexisting homeless prevention program;
- 4. There is a reasonable chance the individual will be able to resume payments within a reasonable period of time;
- 5. The emergency financial assistance will prevent homelessness; and
- 6. A completed Homeless Prevention Assistance Checklist (Exhibit H).

- D. **PERFORMANCE BENCHMARKS:** In order to timely meet ESGP deadlines, the Agency shall comply with the following Performance Benchmarks:

- 1. Expend at least 45% (\$2,250) of the total funding allocation by July 30, 2012; and
- 2. Expend remaining 55% (\$2,750) 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 DES.

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 DES, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

- E. **REPAYMENT:** 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.

F. 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 DES, upon DES's request. For the purposes of this Agreement, "homeless", "homeless individuals", and "homeless persons" is defined under the HEARTH Act of 2009 as the following:

1. 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 ninety (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 ninety (90) days immediately before applying for homeless assistance;
 - Have experienced persistent instability as measured by three moves or more during the ninety (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 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).

G. INTAKE PROCEDURES: Maintain and follow written intake procedures to ensure compliance with the homeless definition as defined in Exhibit “A”, Section F 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 manager, 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.
5. 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.
- H. **REPORTS:** The Agency shall submit to DES, 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.
- I. **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 DES at the end of the Agreement period.
- J. **CLIENT MANAGEMENT INFORMATION SYSTEM:** 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 Agreement in the CMIS.
- K. **HOMELESS COALITION OF PBC:** 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.

- L. COORDINATION OF SERVICES: Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- M. 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. The match report will be submitted to DES at the end of the Agreement term (September 30, 2012); along with the 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 (\$5,000) is to be provided in the form of the value of staff salaries paid to agency staff in support of carrying out the ESG activity.

- N. BUDGET: 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".
- O. INVOICES: Submit consecutively numbered invoices to DES 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 FIVE THOUSAND DOLLARS (\$5,000) in funding for budget line items as follows:
- | | |
|--------------------------------------------|----------------|
| Emergency Rent and Utility Assistance..... | \$5,000 |
| TOTAL | \$5,000 |
- B. Provide technical assistance to ensure compliance with DES, 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 DES, may be conducted by DES 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 DES on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 576.57(e).

EXHIBIT "B"

LETTERHEAD STATIONERY

TO: Edward W. Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Name of Subrecipient: Urban League of Palm Beach County, Inc.,
Address: _____
Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT: (R_____ - _____)

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 originals or copies of documentation relating to the expenditures involved.

Approved for Submission

EXHIBIT "C"

LETTERHEAD STATIONERY

DATE: _____

TO: Edward W. Lowery, Director
Department of Economic Sustainability
100 Australian avenue, Suite 500
West Palm Beach, FL 33406

FROM: Name of Subrecipient: Urban League of Palm Beach County, Inc.
Address:
Telephone:

SUBJECT: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R_____ - _____)

As required by the Emergency Shelter Grants Program (ESGP) Agreement identified above, Match has been provided as described below, toward the expense of providing the ESGP activity funded under the Agreement.

Time Frame (Select One)	Type of Match	Amount
10/1/2011 - 2/28/2012 3/1/2012 - 9/30/2012 3/1/2012 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. _____
2. _____
3. _____

I certify that the statements above and the documents provided are accurate representations of agency records.

(Signature)
Name: _____
Title: _____

EXHIBIT "D"

DIRECT BENEFITS ACTIVITIES

Palm Beach County Department of Economic Sustainability

Subrecipient/Program Name: Urban League of Palm Beach County, Inc. Agreement: R_____ - _____ Month/Year Reported: _____

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										Female Headed Households	
		Income:					Racial/Ethnic Characteristics:						
		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:	_____	_____	_____	_____		
							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):	_____**	_____	_____	_____	_____	_____**	TOTAL	_____*	_____**	_____	_____	This Month	
												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.

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ -D Month Covered: _____

Agency: Urban League of Palm Beach County, Inc.

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. As noted herein, the Agency may request that program income be used to fund other eligible uses, subject to DES approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement.

	<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.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u>	<u>BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
		<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "F"

Urban League of Palm Beach County, Inc.

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

Agency: <u>Urban League of Palm Beach County, Inc.</u>		Agreement No.: R_____ - _____	
Date:		Month/Year Reporting:	
Beneficiary Data	Average Number of Persons (specify adults and children) Served Daily	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 Shelter and Transitional Housing)			
Familial Data	Number of Persons Served Year to Date Who Are:		
	Male	Female	
Unaccompanied 18 and over			
Unaccompanied under 18			
Families with Children Headed By:			
Single 18 and Over			
Single Under 18			
Two Parents 18 and over			
Two Parents under 18			
Family Households with no Children			
Racial/Ethnic Data	Number of Persons Served Year to Date Who Are:		
	# Total	# Hispanic	
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 American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served Year to Date in:		
Barracks:			
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 Year to Date Who Are:		
Chronically Homeless (Emergency Shelter Only):			
Severely Mentally Ill:			
Chronic Substance Abuser			
Other Disability:			
Veterans:			
Persons with HIV/AIDS:			
Victims of Domestic Violence:			
Elderly:			
Comments:			

EXHIBIT "G"

Urban League of Palm Beach County, Inc.

ORGANIZATION: Urban League of Palm Beach County, Inc.					CONTACT NAME:										
PROGRAM: Urban League of Palm Beach County, Inc.					TITLE:										
FY 2011-12 PALM BEACH COUNTY ESGP					PHONE:										
A. PERSONNEL EXPENSES															
Salaries:															
	<u>FTE</u>	<u>Annual Salary</u>	<u>% Alloc to Program</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>ESGP Funding</u>	<u>% Alloc to Program</u>	<u>FAA Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>% Alloc to Program</u>	<u>Other Funding (Please Specify)</u>	<u>Total</u>
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	<u>0</u>	<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
Fringe Benefits:															
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
Sub-Total Personnel				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
B. OPERATING COSTS															
1 Professional Fees															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating Costs				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>\$0</u>

EXHIBIT "H"

EMERGENCY SHELTER GRANTS PROGRAM

**CHECKLIST TO COMPLETE IF PROVIDING
HOMELESS PREVENTION ASSISTANCE**

(Complete this form in presence of client. Completed form should be placed in client file when emergency financial assistance is provided for rent or utility assistance under ESGP grant.)

Client Name: _____

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 DES 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 OF CLIENT:

I certify that the answers I have made to the above questions are true and correct

Signature of Client

Date