

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** July 2, 2013  **Consent**  **Regular**  
 **Ordinance**  **Public Hearing**

**Department:** Department of Economic Sustainability

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2012-1416) with Vita Nova, Inc. to expand the eligible program beneficiaries to be served and the scope of services to be provided.

**Summary:** On July 10, 2012 (R2012-0944) the Board of County Commissioners approved the Palm Beach County Action Plan: October 2012 – September 2013, which allocated \$60,394 of Emergency Solutions Grant (ESG) Program funds to Vita Nova, Inc., a not for profit agency that provides transitional housing and support services to homeless youth at their facility located at 1316 Alpine Street in West Palm Beach. On October 2, 2012, the County entered into an Agreement (R2012-1416) to fund Vita Nova, Inc. for the provision of these services. This Amendment will expand the eligible program beneficiaries to include youth at risk of homelessness and will add homeless prevention assistance to the scope of services. These revisions were requested to enable the agency to provide the comprehensive services that they routinely provide the beneficiaries they serve. **These Federal ESG funds require a matching contribution which will be provided by Vita Nova, Inc.** (DES Contract Development) Countywide (TKF)

**Background and Justification:** The Palm Beach County Department of Economic Sustainability receives ESG funding from the U.S. Department of Housing and Urban Development (HUD). The 2012-2013 ESG allocation of \$491,748 affords 12 non-profit agencies the opportunity to provide assistance Countywide to the homeless and those at risk of becoming homeless.

**Attachments:**

1. Amendment No. 001 to an Agreement with Vita Nova, Inc.
2. Agreement (R2012-1416) with Vita Nova, Inc. with Exhibits A to G
3. Letter from Vita Nova, Inc. dated April 8, 2013

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**Recommended By:** Edward B. Hornum 6/6/2013  
Department Director Date

**Approved By:** Sharon Q. By 6/19/2013  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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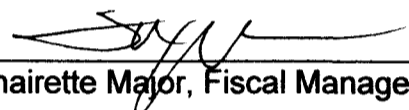
Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_

Fund \_\_\_ Dept \_\_\_ Unit \_\_\_ Object \_\_\_ Program Code/Period \_\_\_

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

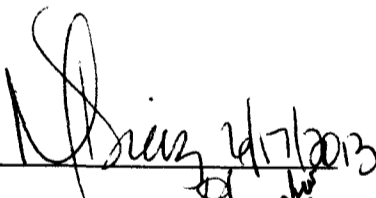
\* No Fiscal Impact

**C. Departmental Fiscal Review:**

  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

  
 OFMB  
 6/14/13

  
 Contract Development and Control  
 6-17-13

**B. Legal Sufficiency:**

  
 Chief Assistant County Attorney  
 6/18/13

**C. Other Department Review:**

  
 Department Director

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
VITA NOVA, INC.**

Amendment 001 entered into on \_\_\_\_\_ by and between **Palm Beach County and Vita Nova, Inc.**

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2012-1416) with Vita Nova, Inc., on October 2, 2012, to provide \$60,394 of Emergency Shelter Grant (ESG) funds to provide transitional shelter and support to homeless youths; and

**WHEREAS**, both parties wish to modify this Agreement to include youth who are "At Risk of Homelessness" as eligible beneficiaries; and

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

**A. PART II - SECTION 2 – ELIGIBLE ACTIVITIES**

Delete the entire section and replace it with the following:

"The Agency shall provide emergency housing and/or support services to youth that are homeless and homeless prevention assistance to youths that are at risk of becoming homeless, the provision of which is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The Agency certifies that the eligible activities carried out under this Agreement will benefit persons who are "**Homeless**", or "**At Risk of Homelessness**" as defined in Exhibit "B" attached hereto".

**B. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.A. – THE AGENCY AGREES TO: SCOPE OF SERVICES**

Delete the first paragraph and replace it with the following:

"The Agency shall provide emergency housing, related support services and homeless prevention assistance at its facility located at 1316 Alpha Street, West Palm Beach, Florida, to youths eighteen (18) to twenty-five (25) years of age who have aged out of the foster care system, and are homeless or are at risk of becoming homeless. The services to be provided by the Agency shall be provided in accordance with the ESG Components identified below and shall comply with the 24 CFR 576.102 and 24CFR 576.103 pertaining to such Components:"

Insert "X" in the box for "Homeless Prevention as specified in 24 CFR 576.103".

**C. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.D. – THE AGENCY AGREES TO: BENEFICIARIES**

Delete the first paragraph and replace it with the following:

"During the term of this Agreement, the Agency shall provide the services described herein to one hundred thirty (130) unduplicated youths eighteen (18) to twenty-five (25) years of age, who have aged out of the foster care system. "Homeless" youths shall be provided with emergency housing and/or support services and youths "at risk of homelessness" shall be provided with homeless prevention assistance. The beneficiaries of the project funded through this Agreement must be "**Homeless**" or "**At Risk of Homelessness**", as defined in Exhibit "B" attached hereto and incorporated by reference. The project funded under this Agreement shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the Agency shall provide written verification of compliance to CSD."

**D. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.F. – THE AGENCY AGREES TO: WRITTEN DOCUMENTATION**

In the first paragraph, add the following after "Homeless":

"or At Risk of Homelessness"

**E. EXHIBIT "A" – WORK PROGRAM NARRATIVE – SECTION I.G. – THE AGENCY AGREES TO: INTAKE PROCEDURES**


Insert the following paragraph following the second paragraph:

"For persons that the Agency regards as "At Risk of Homelessness", the Agency's intake procedures shall include documentation at intake of the evidence relied upon to establish and verify "at risk of homelessness" status, which evidence shall include an intake and certification form that meets HUD specifications that is completed by the Agency. The Agency shall maintain records in this regard as required at 24 CFR 576.500(c)."

**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)

**VITA NOVA, INC.**

By:   
Jeff Demario, President/CFO

By:   
Karen Tringali, Secretary

(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: \_\_\_\_\_  
Steven Abrams, Mayor  
Palm Beach County

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

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Community Services Department

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

By:   
Channell Wilkins, Director

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

VITA NOVA, INC. R 201271416

THIS AGREEMENT, entered into this \_\_\_\_\_ day of OCT 02 2012 20\_\_\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Emergency Solution Grants Program and **Vita Nova, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1800 South Australian Avenue, Suite 301, West Palm Beach, FL 33409**, and its Federal Tax Identification Number as **65-0298299**.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (HUD) for a grant to implement an Emergency Solutions Grants Program (ESG) in certain areas of Palm Beach County, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

**WHEREAS**, Palm Beach County, in accordance with the Fiscal Year 2012-2013 Action Plan, and **Vita Nova, Inc.**, desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS**, Palm Beach County desires to engage **Vita Nova, Inc.**, to implement such undertakings of ESG; and

**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) "ESG" means Emergency Solutions Grants Program of Palm Beach County.
- (3) "CSD" means Palm Beach County Community Services Department.
- (4) "Agency" means **Vita Nova, Inc.**
- (5) "CSD Approval" means the written approval of the CSD Director or designee.
- (6) "HUD" means the Secretary of the United States Department of Housing and Urban Development or a person authorized to act on HUD's behalf.
- (7) "Homeless" shall have the meaning provided in 24 CFR 576.2.
- (8) "At Risk of Homelessness" shall have the meaning provided in 24 CFR 576.2.

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 to receive assistance under ESG.

## PART II

### SCOPE OF SERVICES AND ELIGIBLE ACTIVITIES

1. SCOPE OF SERVICES  
The Agency shall, in a satisfactory and proper manner as determined by CSD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "C", both of which are attached hereto and made a part hereof.
2. ELIGIBLE ACTIVITIES  
The Agency shall provide transitional shelter and support services to homeless youths, the provision of which is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The Agency certifies that the eligible activities carried out under this Agreement will benefit persons who are "Homeless" as defined in Exhibit "B" attached hereto.

## 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 CSD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. In no event shall the total compensation or reimbursement to be paid exceed the maximum and total authorized sum of \$60,394 for the effective date of October 1, 2012, through September 30, 2013. 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 may be approved in writing by the CSD Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the contract term. Such requests for changes must be made in writing by the Agency to the CSD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that HUD reduces the grant amount to the County, the County will notify the Agency in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.
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 HUD under Grant Number S-12-UC-12-0016. The effective date shall be the date of full 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, 2013.
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 CSD 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 CSD.

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 CSD 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 CSD. Invoices will not be honored or approved if received by CSD later than forty-five (45) days after the expiration date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT 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 CSD. No reimbursements shall be made without evidence of appropriate insurance required herein. No payments for projects funded by more than one funding source shall be made until a cost allocation plan has been approved by the CSD Director or designee.

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

(B) 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.

(C) 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 CSD 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 CSD and approved by CSD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) 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.

(E) 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.

- (F) ADDITIONAL CSD, COUNTY, AND HUD REQUIREMENTS  
CSD 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 CSD, the County or HUD at any time.
- (G) PRIOR WRITTEN APPROVALS - SUMMARY  
The following, among others, require the prior written approval of the CSD Director or designee to be eligible for reimbursement or payment:
- (a) All subcontracts and agreements pursuant to this Agreement;
  - (b) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
  - (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
  - (d) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.
- (H) PROGRAM - GENERATED INCOME  
The Agency shall comply with the program income requirements imposed by ESG and other applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the Agency. All program income from activities funded, in whole or in part, through this Agreement meeting the above requirements must be reported and returned to the County on a monthly basis.

The Agency may request that program income from activities funded, in whole or in part, through this Agreement be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 576. Additionally, the Agency must obtain prior approval from CSD, and be in compliance with its obligations, terms, and conditions herein. The expenditure of program income according to the preceding shall count toward meeting the Agency's matching requirement and shall be regarded as the non-federal share under 24 CFR 84.24(b).

#### PART IV

#### GENERAL CONDITIONS

1. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AFFIRMATIVE OUTREACH  
The Agency agrees that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, 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.

The Agency must make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Agency intends to use to make known the availability of its facilities, assistance, and services will reach the above referenced persons who may qualify for those facilities and services, the Agency must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

The Agency must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. The Agency shall also take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.



2. EVALUATION AND MONITORING

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

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

3. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as CSD, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to CSD, 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 provisions 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 CSD-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.

4. 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 CSD without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by CSD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CSD if requested. In any event, the Agency shall keep all documents and records for a minimum of five (5) years after expiration of this Agreement.

5. 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. The 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.

6. 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.

7. WARRANTIES AND LICENSING REQUIREMENTS

The Agency represents and warrants that it has and will continue to maintain all licenses and approvals required of it to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

The Agency shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Agency warrants to the County that it is familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The Agency further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the County.

The Agency shall comply with all legal criminal history record check regulations required for the population they serve. The Agency shall comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to the start date of their provision of services. Level 2 Criminal Background Checks shall be completed within thirty (30) days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the 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 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.

(A) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability Insurance 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.

(B) BUSINESS AUTOMOBILE LIABILITY

The Agency shall agree to maintain Business Automobile Liability Insurance 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.

(C) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(D) 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 Community Services Department."** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

Prior to the full execution of this Agreement, the Agency agrees 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. In addition, the Agency agrees to notify the County of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement. The Agency shall deliver the certificate(s) to CSD at its office located at 810 Datura Street, West Palm Beach, Florida 33401.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with CSD, 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. CONFLICT OF INTEREST

The Agency shall comply with 24 CFR 576.404 which requires, at a minimum, that no person (an employee, agent, consultant, officer, or elected or appointed official of the County or the Agency) who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this Agreement, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure. Any possible conflict of interest on the part of the Agency, or any person as described above, shall be disclosed in writing to CSD.

10. CITIZEN PARTICIPATION

The Agency shall cooperate with CSD 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 CSD.

11. 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 CSD in all publications and publicity, and will make a good faith effort to recognize CSD's support for all activities made possible with funds available under this Agreement.

12. 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:

- (A) This Agreement including its Exhibits, which the County may revise;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, and A-133;
- (C) 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;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, 13279, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Section 3 of the Housing and Community Development Act of 1968 (as amended) and implementing regulations at 24 CFR Part 135, except that homeless individuals have priority over other Section 3 residents in accord with 24 CFR 576.405(c).
- (F) Executive Orders 13166, 11063, 12259, 12892, the Fair Housing Act;
- (G) Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act);
- (H) The Drug-Free Workplace Act of 1988, as amended;
- (I) Florida Statutes, Chapter 112;
- (J) Palm Beach County Purchasing Ordinance;
- (K) Federal Emergency Solutions Grants Program Regulations (24 CFR Part 576), as amended, Consolidated Plan Final Rule (24 CFR Part 91), as amended; and 24 CFR Part 84 except that 24 CFR 84.23 and 84.53 do not apply;
- (L) The Agency's Personnel Policies and Job Descriptions;
- (M) The Agency's Articles of Incorporation and Bylaws;
- (N) The Agency's Certificate of Insurance;
- (O) Current list of the Agency's Officers and members of Board of Directors; and
- (P) 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.

13. 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.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and 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.

(B) TERMINATION FOR CONVENIENCE

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

(C) TERMINATION DUE TO CESSATION

In the event the grant to the County under HEARTH Act is suspended or terminated, this Agreement shall be suspended or terminated effective on the date 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.

14. ARREARS

The Agency shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Agency further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

15. 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.

16. AMENDMENTS

The County or the Agency, at its discretion, may amend this Agreement to conform to changes required by Federal, State, County, Local or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written Amendment as a part of this Agreement and unless stated otherwise herein, 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.

17. NOTICE

All notice required to be given under this Agreement shall be sufficient when delivered to CSD at its office located at 810 Datura Street, West Palm Beach, Florida 33401, and to the Agency when delivered to its office located at the address listed on the first page of this Agreement. If either party changes its mailing address, such change shall be communicated in writing to the other party within ten (10) days of such change.

18. 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.
19. 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.
20. REMEDIES  
This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
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. DRUG - FREE WORKPLACE  
The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
23. 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 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.
24. COUNTERPARTS OF THIS AGREEMENT  
This Agreement, consisting of twenty-three (23) 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.
25. 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.

OCT 02 2012

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(AGENCY SEAL BELOW)

VITA NOVA, INC.

By: Irvine Nugent  
Irvine Nugent, PhD, President

By: Jeff Demario  
Jeff Demario, CEO

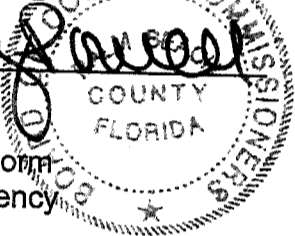
(COUNTY SEAL BELOW)

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  
Shelley Vana, Chair

By: Sharon R. Bock  
Deputy Clerk  


Document No.: R2012 1417

Approved as to Form  
and Legal Sufficiency

Approved as to Terms and Conditions  
Community Services Department

By: Tammy R. Fields  
Chief Assistant County Attorney

By: Channell Wilkins  
Channell Wilkins, Director

**EXHIBIT "A"**

**WORK PROGRAM NARRATIVE**

**I. THE AGENCY AGREES TO:**

**A. SCOPE OF SERVICES:**

The Agency shall transitional shelter and support services to homeless youths eighteen (18) to twenty-five (25) years of age and who have aged out of the foster care system, at its facility located at 1316 Alpha Street, West Palm Beach, Florida. The services to be provided by the Agency shall be provided in accordance with the ESG Component(s) identified below and shall comply with the Federal regulations pertaining to such Component:

- Emergency Shelter as specified at 24 CFR 576.102.
- Homelessness Prevention as specified at 24 CFR 576.103.
- Rapid Re-Housing Assistance as specified at 24 CFR 576.104.

**B. COORDINATION OF SERVICES:**

The Agency shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

**C. HOMELESS COALITION OF PALM BEACH COUNTY:**

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.

**D. BENEFICIARIES:**

During the term of this Agreement, the Agency shall provide the services described herein to one hundred thirty (130) unduplicated homeless youths eighteen (18) to twenty-five (25) years of age and who have aged out of the foster care system. The beneficiaries of the project funded through this Agreement must be "Homeless", as defined in Exhibit "B" attached hereto and incorporated by reference. The project funded under this Agreement shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the Agency shall provide written verification of compliance to CSD.

All beneficiaries of the Agency's services shall be current residents of Palm Beach County.

**E. PERFORMANCE BENCHMARKS:**

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) of the total funding allocated through this Agreement, that is, the Agency shall expend at least **\$27,177, by March 31, 2013.**
2. The Agency shall expend the remaining fifty-five percent (55%) of the total funding allocated through this Agreement, that is, the Agency shall expend the remaining **\$33,217, by September 30, 2013.**

**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 CSD.**

**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 ESG funding allocations.**

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



**F. WRITTEN DOCUMENTATION:**

The Agency shall maintain written documentation verifying that all persons assisted under this Agreement are "Homeless", and shall maintain written documentation of its compliance with the requirements of this Agreement. Upon request, the Agency shall provide such written documentation to CSD.

The Agency shall maintain records for each program participant that document:

1. The services and assistance provided to the program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant. For rental assistance, the records shall include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants. For utility payments, the records shall document the monthly allowance for utilities, excluding telephone.
2. Compliance with the applicable requirements for providing services and assistance to the program participant under the ESG Component(s) identified herein, the provision on determining eligibility and amount and type of assistance at 24 CFR 576.401(a) and (b), and the provision on using appropriate assistance and services at 24 CFR 576.401(d) and (e).

**G. INTAKE PROCEDURES:**

The Agency shall use written intake procedures and forms as developed by the Palm Beach County Homeless and Housing Alliance (PBCHHA) in accordance with HUD requirements.

For persons that the Agency regards as "Homeless", the Agency's intake procedures shall include documentation at intake of the evidence relied upon to establish and verify homeless status, and the Agency shall maintain records in this regard as required at 24 CFR 576.500(b).

Upon request, the Agency shall make its written intake procedures available to CSD. Furthermore, upon request, the Agency shall make the records it maintains to demonstrate compliance with 24 CFR 576.500(b) and 24 CFR 576.500(c) available to CSD.

**H. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS**

The Agency shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These eligibility evaluations and needs assessments shall be conducted in accordance with the centralized/coordinated assessment requirements established by PBCHHA.

**I. DETERMINATION OF INELIGIBILITY:**

The Agency shall, for each individual and family determined by the Agency to be ineligible to receive ESG assistance, maintain a written record that shall include documentation of the reason for such determination of ineligibility.

**J. TERMINATION OF ASSISTANCE:**

The Agency shall establish a written formal process for the termination of ESG assistance, which process shall recognize the rights of individuals affected. If a program participant violates program requirements, the Agency may terminate the assistance in accordance with such formal process. The Agency must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

The required formal process shall, at a minimum, include:

1. The provision a written notice to the program participant containing a clear statement of the reasons for termination,

2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision, and
3. The provision of prompt written notice of the final decision to the program participant.

Termination in accord with the above shall not bar the Agency from providing further assistance at a later date to the same family or individual. Upon request, the Agency shall provide all written documentation in connection with its termination of assistance to CSD.

**K. INVOICES:**

The Agency shall submit consecutively numbered invoices to CSD in order to receive reimbursement of ESG funds made available under this Agreement. Invoices shall be submitted on a regular, recurring basis (preferably monthly), to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices (reimbursement requests) shall include an original invoice cover letter, provided as Exhibit "C" attached hereto, which shall be signed by a person authorized by the Agency to submit invoices on its behalf.

1. Invoices submitted by the Agency for costs permitted under this Agreement and associated with the operation of an Emergency Shelter(s) shall include:
  - A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, insurance, hotel/motel voucher).
  - Evidence of payment by the Agency for the aforesaid goods and/or services.

CSD, at its discretion, may modify the above lists. Upon modification of the aforesaid lists, CSD shall, within ten (10) days, notify the Agency of such modification in writing.

**L. 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 which results in HUD requiring the County to repay funds reimbursed to the Agency under this Agreement.

**M. MATCHING REQUIREMENT:**

The Agency shall comply with the match requirements at 24 CFR 576.201. The Agency shall make matching contributions to supplement the County's ESG funds made available hereunder in an amount that at least equals the amount of ESG funds provided through this Agreement. Only matching contributions made by the Agency after that date of this Agreement may be used to meet the aforesaid requirement, and contributions used by the Agency to match a previous ESG grant may not be used to meet the aforesaid requirement.

The Agency's matching contributions may be obtained from any source, including any Federal source other than ESG, as well as state, local, and private sources. However, the Agency shall, in regard to matching contributions from a Federal source of funds, ensure that the laws governing any such funds to be used as matching contributions to meet the aforesaid requirement do not prohibit such funds from being used to match ESG funds. Furthermore, if the ESG funds provided through this Agreement are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements hereunder.

The Agency may meet its match requirement with one or more of the following:

1. **Cash Contributions:** Cash expended by the Agency for allowable costs of the Agency as defined in OMB Circulars A-87 (2 CFR Part 225) and A-122 (2 CFR Part 230).

2. **Non-Cash Contributions:** The value of any real property, equipment, goods, or services contributed by the Agency to the ESG, provided that if the Agency had to pay for them with ESG funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

In calculating the amount of non-cash contributions to determine the value of any donated material or building, or of any lease, the Agency must use a method reasonably calculated to establish the fair market value of such donated material, building, or lease. The Agency shall obtain CSD's approval of any such method. In calculating the amount of non-cash contributions for services provided by individuals, the Agency shall value such services at rates consistent with those ordinarily paid for similar work in the Agency's organization. If the Agency does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. In all instances, the Agency shall obtain CSD's approval of the rates it uses.

The Agency may also use costs paid by program income as provided for herein in order to meet its matching requirement provided that such costs are eligible ESG costs that supplement the Agency's program undertaken with ESG funds, and the Agency may use any other non-cash contributions permitted at 24 CFR 576.201 after having obtained CSD's approval to do so.

The Agency agrees to provide matching contributions valued at no less than \$60,394 in the form cash.

#### **N. REPORTS:**

The Agency shall submit the following reports to CSD:

1. **Match Report:** The Agency shall demonstrate how it has met its matching requirement by submitting the Match Report form provided as Exhibit "D" attached hereto, and by submitting its supporting documentation therewith. The Match Report covering the period ending March 31, 2013, shall be submitted by the Agency to CSD no later than April 30, 2013, and the Match Report covering the subsequent period shall be submitted by the Agency to CSD with its 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.
2. **Monthly Performance Report:** This report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to CSD for each month covered by this Agreement. This Report shall be submitted no later than the 10th of each month to report on activities undertaken by the Agency the prior month. The Agency shall assure that it reports all program income received by it on this Report as required in Part III, Section 4(H) of this Agreement.
3. **ESG Grantee Statistics Report:** This report, provided as Exhibit "F" attached hereto shall be submitted by the Agency to CSD for each month covered by this Agreement. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the Agency the prior month.

#### **O. CLIENT MANAGEMENT INFORMATION SYSTEM:**

As a precondition to receiving funding hereunder, the Agency shall 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 shall, within ten (10) days of entering into this Agreement, make arrangement through CSD to obtain access to CMIS, and shall on a continuous basis during the term of this Agreement enter all information required by CMIS into such system as relates to the Agency's activities undertaken in connection with this Agreement. Failure of the Agency to do so may be regarded by the County as basis for the termination of this Agreement.

Note: Service providers to victims of domestic abuse are required to participate in CMIS to the extent permitted by law.

**P. BUDGET:** The Agency attests 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. The Agency shall inform the County of any changes to the budget displayed on Exhibit "G".

**II. THE COUNTY AGREES TO:**

A. Provide up to \$60,394 in funding for the following budget line items:

Budget Line Item Description	Amount
1. Lawn Maintenance	\$5,500
2. Pest Control	\$2,000
3. General Maintenance/Repairs	\$13,000
4. Wind and Property Insurance	\$18,000
5. Equipment Rental	\$894
6. Utilities	\$21,000
<b>TOTAL:</b>	<b>\$60,394</b>

- B. Provide technical assistance to ensure compliance with CSD, 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 CSD. Visits may be conducted by CSD staff, or its contractor, to ensure compliance with HUD regulations and this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of Agency's reporting to CSD on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 576.

**EXHIBIT "B"****DEFINITIONS:**

The following definitions, as found at 24 CFR 576.2, are applicable to this Agreement:

**"Homeless" means:**

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) 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;
  - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
  
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
  
3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
  - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - (iv) 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 (including neglect), 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 or detention for criminal activity, and a history of unstable employment; or
  
4. Any individual or family who:
  - (i) 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, including a child, 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 nighttime residence;
  - (ii) Has no other residence; and
  - (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

**"At Risk of Homelessness" means:**

1. An individual or family who:
  - (i) Has an annual income below 30 percent (30%) of median family income for the area, as determined by HUD;
  - (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in Paragraph (1) of the "homeless" definition above; and
  - (iii) Meets one of the following conditions:
    - (a) Has moved because of economic reasons two or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;
    - (b) Is living in the home of another because of economic hardship;
    - (c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;
    - (d) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - (e) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
    - (f) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - (g) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
2. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as "homeless" as defined above, but qualifies as "homeless" under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

In the event that the above definitions are amended in 24 CFR 576, said amendments shall be applicable hereto.

**EXHIBIT "C"**

**LETTERHEAD STATIONERY**

DATE: \_\_\_\_\_

TO: Channell Wilkins, Director  
Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

FROM: Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

SUBJECT: **REIMBURSEMENT INVOICE (R2012-\_\_\_\_\_)**

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Attached you will find Invoice No. \_\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_. The expenditures for this invoice cover the period of \_\_\_\_\_ through \_\_\_\_\_. You will also find attached originals or copies of supportive documentation relating to the expenditures involved.

Approved for Submission:

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**EXHIBIT "D"**

**LETTERHEAD STATIONERY**

DATE: \_\_\_\_\_

TO: Channell Wilkins, Director  
 Community Services Department  
 810 Datura Street  
 West Palm Beach, FL 33401

FROM: Name of Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

SUBJECT: **REPORT OF MATCH PROVIDED UNDER  
 ESG AGREEMENT (R-2012-\_\_\_\_\_)**

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

Matching Period (Check One)	Description of Agency's Match	Match Value
[ ] 10/1/2012 to 3/31/2013		\$ _____
[ ] 4/1/2013 to 9/30/2013		\$ _____

The following attachments are provided to substantiate the Match:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

\_\_\_\_\_  
 Name Title Signature



**EXHIBIT "E"**

**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: 20__	<b>Agreement No.:</b> R20__ - _____
<b>Agency Name:</b>	_____	
<b>Report Prepared By:</b>	_____	
	Name _____	Signature _____ Date _____

**BUDGETING AND EXPENDITURES**

	BUDGETED	EXPENDED	PERCENTAGE
ESG Funds:	\$ _____	\$ _____	_____ %
Other Funds: _____	\$ _____	\$ _____	_____ %
Other Funds: _____	\$ _____	\$ _____	_____ %
<b>TOTAL:</b>	\$ _____	\$ _____	_____ %

Detailed expenditures for the period: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe your efforts/attempts to obtain any additional funding: \_\_\_\_\_  
 \_\_\_\_\_

**DECLARATION OF PROGRAM INCOME:**

The Agency hereby declares that during this reporting period it received the below specified program income from activities funded, in whole or in part, through this Agreement. The Agency understands that it may use program income as specified in the Agreement upon approval by Palm Beach County.

Program income received during this reporting period: ..... \_\_\_\_\_  
 Program income received since the beginning date of the Agreement: ..... \_\_\_\_\_

Source of Program Income: \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_  
 \_\_\_\_\_

Number of beneficiaries assisted during this reporting period: ..... \_\_\_\_\_  
 Number of beneficiaries assisted since the beginning date of the Agreement: ... \_\_\_\_\_  
 Total number of beneficiaries to be assisted as required by the Agreement: ..... \_\_\_\_\_

Describe new projects initiated or significant changes in operation: \_\_\_\_\_  
 \_\_\_\_\_

Describe any problems or constraints encountered during this reporting period: \_\_\_\_\_  
 \_\_\_\_\_

Technical assistance needed and/or requested: \_\_\_\_\_

Other comments: \_\_\_\_\_

Send Report to: Channell Wilkins, Director  
 Community Services Department  
 810 Datura Street  
 West Palm Beach, FL 33401

**EXHIBIT "F"**

**EMERGENCY SOLUTIONS GRANT PROGRAM  
GRANTEE STATISTICS REPORT**

Agency:		Agreement No.: R20 ____-____	
Date:		Month/Year Reporting:	
<b>Beneficiary Data</b>	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)			
<b>Familial Data</b>	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			
<b>Racial/Ethnic Data</b>	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:			
<b>Types of Housing (Residential Only)</b>	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:			
<b>Demographic Data (Residential Only)</b>	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:			
<b>Comments:</b>			

**EXHIBIT "G"**

VITA NOVA, INC.

ORGANIZATION: Vita Nova Inc. PROGRAM: Vita Nova Village FY 2012-13 PALM BEACH COUNTY COBG and ESG				CONTACT NAME: Irvine Nugent, Ph.D. TITLE: President PHONE: 561-689-0035											
A. PERSONNEL EXPENSES															
Salaries:															
	ETE	Annual Salary	% Allocated to Program	COBG Funding	% Allocated to Program	ESGP Funding	% Allocated to Program	FAA Funding	% Allocated to Program	Indirect County Funding	% Allocated to Program	Other Funding (Fundraising Events)	% Allocated to Program	Other Funding (Other Grants)	Total
Program Manager	1	\$58,710	100	\$0		\$0		\$0		\$0		\$58,710		\$0	\$58,710
Director of Clinical Therapist	0.5	\$34,505	100	\$0		\$0		\$0		\$0		\$34,505		\$0	\$34,505
Life Skills	1	\$50,000	100	\$0		\$0		\$0		\$0		\$0		\$50,000	\$50,000
Security / Case Work (Position)	1	\$40,000	100	\$9,506	100	\$0		\$0		\$0		\$30,494		\$0	\$40,000
		\$45,000	100	\$0		\$0		\$0		\$0		\$20,000		\$25,000	\$45,000
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	4.5	\$228,215		\$9,506		\$0		\$0		\$0		\$143,709		\$75,000	\$228,215
<b>Fringe Benefits:</b>															
Health / Dental				\$0		\$0		\$0		\$0		\$17,678		\$0	\$17,678
Pension				\$0		\$0		\$0		\$0		\$14,332		\$0	\$14,332
Payroll Taxes				\$0		\$0		\$0		\$0		\$17,458		\$0	\$17,458
				\$0		\$0		\$0		\$0		\$49,468		\$0	\$49,468
<b>Sub-Total Personnel</b>				\$9,506		\$0		\$0		\$0		\$193,177		\$75,000	\$277,683
<b>B. OPERATING COSTS</b>															
<b>1 Professional Fees</b>															
				\$0		\$0		\$0		\$0		\$4,000		\$0	\$4,000
				\$0		\$0		\$0		\$0		\$13,600		\$0	\$13,600
				\$0		\$0		\$0		\$0		\$12,550		\$0	\$12,550
<b>2 Insurance</b>															
				\$0		\$18,000		\$0		\$0		\$18,500		\$0	\$36,500
<b>3 Supplies</b>															
				\$0		\$0		\$0		\$0		\$19,500		\$25,000	\$44,500
<b>4 Occupancy</b>															
				\$0		\$21,394		\$0		\$0		\$4,356		\$0	\$25,750
<b>5 Utilities</b>															
				\$0		\$21,000		\$0		\$0		\$0		\$0	\$21,000
<b>Subtotal Operating Costs</b>				\$0		\$60,394		\$0		\$0		\$72,506		\$25,000	\$157,900
<b>C. ADMINISTRATIVE COSTS</b>															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>TOTAL PROGRAM BUDGET</b>				\$9,506		\$60,394		\$0		\$0		\$265,683		\$100,000	\$435,583



April 8, 2013

Meghan Parnell, LMHC  
Contracts/Grants Coordinator  
Palm Beach County Board of County Commissioners  
810 Datura St.; West Palm Beach, FL 33401

Dear Ms. Parnell,

Please accept this letter as a request to amend the current contract between Vita Nova, Inc. and Palm Beach County Department of Economic Stability for services provided within the Emergency Solutions Grant (ESG) Program. Vita Nova's contract for ESG funding was initially written to serve "130 homeless youth" with emergency housing. We would like to amend this to read: "*130 youth who are homeless or at risk of homelessness with emergency housing and/or support services.*" This change will more closely reflect the intention of our initial grant application, and the services we are prepared to provide.

At Vita Nova, we value our relationship with the county of Palm Beach and the programs designed to prevent and end homelessness. We are hopeful this amendment will ensure our success in meeting the terms of the contract and providing meaningful services to youth in need in Palm Beach County.

We are more than happy to answer questions or meet to discuss these changes further any time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JL Wilson', with a long horizontal flourish extending to the right.

Jennifer L. Wilson, PhD, LCSW  
Director of Clinical Services  
Vita Nova, Inc.  
1800 S. Australian Ave. Suite 301  
West Palm Beach, FL 33405  
Mobile: (561) 315-8653  
Fax: (561) 689-0806

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).

<b>PRODUCER</b> BB&T - Huffaker & Trimble 735 Broad Street, Suite 100 PO Box 6217 Chattanooga, TN 37401	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 423 756-0711      FAX (A/C, No): 4232658543	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Vita Nova Inc. 1800 S. Australian Avenue Suite 301 West Palm Beach, FL 33409	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Insurance Company	<b>NAIC #</b> 23850
	<b>INSURER B:</b> BusinessFirst Insurance Company	<b>NAIC #</b> 11697
	<b>INSURER C:</b> Philadelphia Indemnity Insuranc	<b>NAIC #</b> 18058
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK905866	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK905866	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB392946	10/01/2012	10/01/2013	EACH OCCURRENCE \$10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$10,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	<input type="checkbox"/> CLAIMS-MADE	\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52102556	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	D & O Liab			PHSD669908	10/01/2012	10/01/2013	\$5,000,000
	Employ Pract Liab						PHSD669908

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Community Services Department are listed as additional insured on liability

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners 160 Australian Ave, Suite 500 West Palm Beach, FL 33406	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Pollie</i>