

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**
AGENDA ITEM SUMMARY

Meeting Date:	December 19, 2017	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing
Department:	Department of Housing & Economic Sustainability		




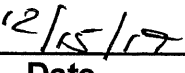
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Amendment No. 001 to an Agreement (R2017-1467) with Aid to Victims of Domestic Abuse, Inc. (AVDA) to revise the expense categories eligible for reimbursement; and **B)** Delegated authority to the County Administrator, or designee, to execute amendments to the twelve (12) Agreements (R2017-1467 through R2017-1478) approved by the Board of County Commissioner on October 3, 2017.

Summary: On October 3, 2017, the County entered into an Agreement (R2017-1467) with AVDA to provide \$20,640 in Community Development Block Grant (CDBG) funds for the provision of transitional housing and supportive services to homeless victims of domestic abuse and their children. AVDA would like to use the CDBG funds for eligible expenses in the operating category, not the personnel category. This Amendment revises the categories eligible for reimbursement. Delegation of authority to the County Administrator, or designee, to execute future amendments to the Agreements approved on October 3, 2017, will allow timely execution of such amendments which will allow recipients to undertake activities in a continuous uninterrupted manner and allow for timely expenditure of CDBG funds in order to meet U.S. Department of Housing and Urban Development (HUD) expenditure deadlines. **These are Federal CDBG funds which require no local match.** Countywide (JB)

Background and Justification: On July 11, 2017, the Board of County Commissioners adopted a Resolution (R2017-0940) approving the Palm Beach County Action Plan for Fiscal Year 2017-2018. The Action Plan allocated CDBG funding of \$873,246 for public service activities, including \$20,640 for Aid to Victims of Domestic Abuse, Inc. Approval of this Amendment will modify the Agency’s categories that are eligible for reimbursement with CDBG funds.

- Attachment(s):**
- 1. Amendment No. 001 to the Agreement with Aid to Victims of Domestic Abuse, Inc.
 - 2. Agreement (R2017-1467) with Aid to Victims of Domestic Abuse, Inc. with Exhibits A to F
 - 3. Letter from Aid to Victims of Domestic Abuse, Inc. dated November 6, 2017

Recommended By:		
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	*				

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

Does this Item include the use of Federal Funds? Yes X No

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

* No Fiscal Impact

C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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

OFMB ^{KD} 12/4 ^{PL} 12/6 12/8/17

D. S. Jawahar 12/13/17
Contract Development and Control
12/13/17 *(Signature)*

B. Legal Sufficiency:

James B. [Signature] 12/14/17
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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

Amendment 001 entered into on _____, by and between **Palm Beach County** and **Aid to Victims of Domestic Abuse, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2017-1478) with Aid to Victims of Domestic Abuse, Inc. on October 3, 2017, to make available \$20,640 of Community Development Block Grant (CDBG) funds for the provision transitional housing and supportive services, and,

WHEREAS, Aid to Victims of Domestic Abuse, Inc. has requested to modify the Agreement to revise the expenses eligible for reimbursement; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": SECTION 1 (C) - WORK PROGRAM NARRATIVE: PROJECT BUDGET

Delete the following eligible expenses categories in the first paragraph, "partial salary and FICA for one case worker, payroll services".


C. EXHIBIT "F":

Delete "Exhibit F" and replace it with Exhibit F-1".

IN WITNESS WHEREOF, the Agency and the County have caused this Amendment 001 to be executed on the date first above written.

(AGENCY SEAL)

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

By: 

Tami Babij, Board President

By: 

Pamela O'Brien, President/CEO

(COUNTY SEAL BELOW)

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

By: _____

Melissa McKinlay, Mayor
Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
James Brako
Assistant County Attorney

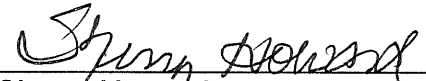
By: 
Sherry Howard
Deputy Director

EXHIBIT F-1

ORGANIZATION: Aid to Victims of Domestic Abuse, Inc.					CONTACT NAME: Kathleen Hishmeh										
PROGRAM: Transitional Housing					TITLE: Business Operations Director										
FY 2017-2018 PALM BEACH COUNTY CDBG					PHONE: (561) 265-3797										
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding OVW	% Alloc to Program	Other Funding FCADV, Contrib, FR	Total
Direct Services	2.65	\$106,245									30%	31,411.50	70%	74,833.50	106,245.00
Facility Management	0.5	\$23,920									75%	17,985.20	25%	5,934.80	23,920.00
Program Support	0.75	\$69,478									5%	3,153.28	95%	66,324.72	69,478.00
	<u>3.9</u>	<u>\$199,643</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>26%</u>	<u>52,549.98</u>	<u>74%</u>	<u>147,093.02</u>	<u>199,643.00</u>
Fringe Benefits:															
Health / Dental				\$0		\$0		\$0		\$0	34%	8,489.17	66%	16,265.67	24,754.84
Pension				\$0		\$0		\$0		\$0		-		-	-
Payroll Taxes				\$0		\$0		\$0		\$0	34%	5,922.45	66%	11,347.71	17,270.16
				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>34%</u>	<u>14,411.62</u>	<u>66%</u>	<u>27,613.38</u>	<u>42,025.00</u>
Sub-Total Personnel															
				<u>\$0</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>28%</u>	<u>66,961.60</u>	<u>72%</u>	<u>174,706.40</u>	<u>241,668.00</u>
B. OPERATING COSTS															
1 Professional Fees															
Audit Fees				\$0		\$0		\$0		\$0		-	100%	6,847.80	6,847.80
Contract Help				\$0		\$0		\$0		\$0	100%	7,680.00		-	7,680.00
Payroll Fees				\$0		\$0		\$0		\$0	100%	1,008.20		-	1,008.20
Travel/Fees				\$0		\$0		\$0		\$0	100%	5,003.00		-	5,003.00
2 Insurance				\$0		\$0		\$0		\$0		-		-	-
3 Supplies			13%	\$2,800		\$0		\$0		\$0	8%	1,800.00	79%	17,315.00	21,915.00
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		-	100%	9,876.00	9,876.00
5 Occupancy			31%	\$17,840		\$0		\$0		\$0	60%	34,213.20	9%	5,323.80	57,377.00
Subtotal Operating Costs															
			<u>19%</u>	<u>\$20,640</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>45%</u>	<u>49,704.40</u>	<u>36%</u>	<u>39,362.60</u>	<u>109,707.00</u>
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0	0%	-	100%	18,539.00	18,539.00
TOTAL PROGRAM BUDGET															
			<u>6%</u>	<u>\$20,640</u>		<u>\$0</u>		<u>\$0</u>		<u>\$0</u>	<u>32%</u>	<u>116,666.00</u>	<u>63%</u>	<u>232,608.00</u>	<u>369,914.00</u>

R2017 :1467
AGREEMENT BETWEEN PALM BEACH COUNTY
AND
AID TO VICTIMS OF DOMESTIC ABUSE, INC.

THIS AGREEMENT entered into on OCT 03 2017, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **Aid to Victims of Domestic Abuse, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **P.O. Box 6161, Delray Beach, FL 33482-6161** and its Federal Tax Identification Number as **59-2486620**.

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

WHEREAS, Palm Beach County has made **\$20,640** in CDBG funds available to fund the activities specified in Section 5 of this Agreement; and

WHEREAS, Palm Beach County, in accordance with the FY 2017-2018 Action Plan, and **Aid to Victims of Domestic Abuse, Inc.**, desire to undertake the activities specified in Section 5 of this Agreement; and

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

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

1. DEFINITIONS

- (A) "County" means **Palm Beach County**.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Agency" means **Aid to Victims of Domestic Abuse, Inc**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "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.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Section 5 of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be, or are presumed to be, Low- and Moderate- Income Persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Agency shall provide transitional housing and supportive services to victims of domestic abuse and their children. These activities are determined to be **Public Services**, under 24 Code of Federal Regulations (CFR) 570.201(e). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate- Income Persons - Limited Clientele**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(2)(i)(A).

4. GENERAL COMPLIANCE

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by HES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Agency's letterhead using the format in Exhibit "B", both exhibits being attached hereto and made a part hereof.

6. **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 HES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY THOUSAND SIX HUNDRED and FORTY DOLLARS (\$20,640)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-17-UC-12-0004. The effective date shall be October 1, 2017 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, 2018.

8. **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 HES proper documentation. 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 HES.

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

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HES 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 HES 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 HES and approved by HES 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, 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

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

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

For the purpose of this Agreement, Program Income means gross income received by the Agency, which has been directly generated by a CDBG supported activity, or earned only as a result of the grant agreement during the grant period, and more specifically defined in 24 CFR 570.500. The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200.501 through 200.507. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HES approval, and provided the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). 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.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Agency acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Agency has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Agency shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

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

12. PROJECT BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Section 7 of this Agreement. Upon HES' request, the Agency shall provide written verification of compliance. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Agency agrees that HES will carry out periodic monitoring and evaluation of activities as determined necessary by HES or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HES. Substandard performance, as determined by HES, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to HES, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES or the County. The Agency shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Agency shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Agency shall allow HES, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD. **Upon request, HES shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s).** Other measures of monitoring may also be utilized.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, 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 HES, 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 \$750,000 of Federal awards, the Agency shall comply with the Provision of 2 CFR 200. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200 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 HES-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 2 CFR 200, 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 2 CFR 200. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

17. 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 HES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

18. 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.

19. INSURANCE BY AGENCY

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. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. 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. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding 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 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 agrees that 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 agrees 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.

(E) CERTIFICATE(S) OF INSURANCE

Prior to execution of this Agreement, the Agency shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal

thereof, the Agency shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage :

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Agency with instructions regarding a substitute delivery address.

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HES, 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

20. 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.

21. CONFLICT OF INTEREST

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

22. CITIZEN PARTICIPATION

The Agency shall cooperate with HES 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 HES.

23. RECOGNITION

All activities, facilities and items utilized pursuant to this Agreement shall clearly identify the Palm Beach County Community Development Block Grant Program as a funding source. The Agency will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HES' support for all activities made possible with funds available under this Agreement.

24. 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 from time to time;
- (B) 2 CFR Part 200;
- (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, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Agency's Personnel Policies and Job Descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance;
- (M) Current list of the Agency's Officers and members of Board of Directors;
- (N) Proof of Agency 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.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early 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 early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

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

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

27. 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.

28. AMENDMENTS

The County or the Agency may, at its discretion, 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.

29. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Aid to Victims of Domestic Abuse, Inc.
P.O. Box 6161
Delray Beach, FL 33482-6161
Attn: Pam O'Brien, President/CEO

COUNTY:

Jonathan Brown, Executive Director
Department of Housing & Economic
Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

30. 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.

31. NO FORFEITURE

The rights of the County or 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.

32. 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).

33. 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.

34. RELIGIOUS ACTIVITIES

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HES. The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

35. DISCHARGE OF BENEFICIARIES

The Agency agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Agency may adopt an existing countywide discharge plan, with approval from HES.

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

37. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

38. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

39. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

40. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the County.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the

Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

41. COUNTERPARTS OF THIS AGREEMENT

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

42. 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.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

WITNESS our Hands and Seals on the _____ day of OCT 03 2017 2020.

(AGENCY SEAL)

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

By: Tami Babij Board Chair
Tami Babij, Board Chair

By: Pamela O'Brien Pres. & CEO
Pamela O'Brien, President/CEO

(COUNTY SEAL BELOW)

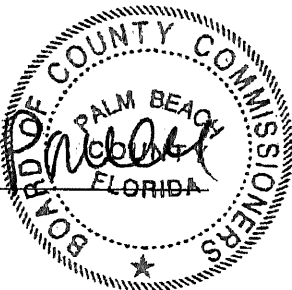
PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: Paulette Burdick
Paulette Burdick, Mayor
Palm Beach County

By: Macy Pickett
Deputy Clerk



Document No.: R2017-1467

Approved as to Form and Legal
Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE AGENCY AGREES TO:

(A) SCOPE OF SERVICES

The Agency shall provide housing and supportive services to homeless victims of domestic abuse and their children through the Casa Vegso Traditional Housing Program at its facility whose location is confidential.

(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) PROJECT BUDGET

The Agency shall utilize funds provided under this Agreement in conformance with the CDBG Budget column found in Exhibit "F". **Specifically, funds shall be used for partial operational costs of the Casa Vegso Transitional Housing Program and include the following: partial salary and FICA for one case worker, payroll services, office supplies, building maintenance, ground maintenance, water/sewer, electric and waste management services.** The Agency shall attest to the accurate completion of Exhibit "F" to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County as well as from all other sources, and shall immediately inform and obtain approval by the County of any proposed changes to the budget displayed on Exhibit "F".

Further budget changes within the designated contract amount may be approved in writing by the HES 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 and submitted to the HES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

(D) BENEFICIARIES

During the term of this Agreement, the Agency shall provide the services described herein to thirty-two (32) unduplicated persons on an annual basis and nineteen (19) clients on a monthly basis. At least fifty-one percent (51%) of the beneficiaries of the Agency's services in connection with this Agreement shall be Low- and Moderate-Income Persons (confirmed through income verification) or victims of domestic abuse. The Agency is required to maintain written documentation verifying all persons assisted under this Agreement are either Low and Moderate Income persons or victims of domestic abuse. The Agency shall provide written verification to HES upon HES's request.

For the purposes of this Agreement, low and moderate income status shall be demonstrated by the Agency through income determination of households served. Income eligibility determination of households served, may include, but is not limited to: third-party verification of income such as the prior year's income tax return, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing, etc.). Each determination must have the income limits applied and point of time when the benefit was determined.

In order to prove domestic abuse (that is, where an individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening situations that relate to violence against the individual or 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 residence), the following documentation must be placed in the client's file: referral from a state agency or shelter confirming the occurrence of domestic violence, documentation or statement from the police department, or a verifiable report from the victim. All authentic (original) documents must be maintained in the client files.

(E) DOMESTIC VIOLENCE/ABUSE SERVICES

Maintain and follow written intake procedures to ensure compliance with the domestic violence/abuse definitions as described in Exhibit "A", Section D of this Agreement. The procedures must include documentation at intake of the evidence relied upon to establish and verify homeless status of the individual and families applying for homeless assistance. The Agency shall keep these records for at least five (5) years after the end of the grant term. Acceptable evidence to establish and verify homeless status includes the following:

Acceptable evidence of 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 self-certification or a certification by the intake worker.

(F) PERFORMANCE BENCHMARKS

The Agency shall comply with the following Performance Benchmarks:

1. The Agency shall expend at least forty-five percent (45%) equaling **\$9,288** of the total funding allocated through this Agreement by **March 30, 2018**, and
2. The Agency shall expend the remaining funding allocated through this Agreement by **September 30, 2018**.

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 HES. **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 CDBG funding allocations.

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

(G) INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG 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 and letterhead stationery provided as Exhibit "B" attached hereto which shall be signed by a person authorized by the Agency to submit invoices on its behalf. A Client Daily Record provided as Exhibit "C" attached hereto shall be submitted with each request for reimbursement for each month covered by this Agreement. It shall include the monthly average daily roster of persons served and shall be a requirement for reimbursement under this Agreement.

(H) 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.

(I) **REPORTS**

The Agency shall submit the following reports to HES:

1. **Direct Benefit Activities Form:** This Form, provided as Exhibit "D" attached hereto, shall be submitted by the Agency to HES for each month covered by this Agreement. This Form shall be submitted no later than the 10th day of each month to collect information regarding activities undertaken by the Agency during the prior month.
2. **Monthly Performance Report:** This Report, provided as Exhibit "E" attached hereto, shall be submitted by the Agency to HES for each month covered by each month to report on activities undertaken by the Agency during the prior month. The Agency shall assure that it reports all program income received on this Report as required in Section 9 (H) of this Agreement.

(J) **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 HES 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.

2. **THE COUNTY AGREES TO:**

- (A) Reimburse the Agency on a monthly basis for services provided at the reimbursement rate as shown below. The total reimbursement amount shall not exceed **\$20,640**. The reimbursement rate to provide transitional shelter and supportive services shall be **\$4.00 per person per day**. In the event of closure of the facility due to a natural disaster, the Agency may continue the program at a comparable location in order to obtain reimbursement, subject to HES approval.
- (B) Provide overall administration and coordination of activities to ensure that planned activities are completed in a timely manner.
- (C) Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and shall ensure compliance with U.S. HUD regulations. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to HES on program activities.
- (D) Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Aid to Victims of Domestic Abuse
P.O. Box 6161
Delray Beach, FL 33482

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R** _____ - _____

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

Approved for Submission

Date

EXHIBIT "C"

CLIENT DAILY RECORD

Monthly Average Daily Occupancy: _____

Month _____ Year _____

<u>Client's Name/Identifier</u>	Week #1							Week #2							Week #3							Week #4							<u>Monthly Occupancy</u>		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		29	30
				</																											

The following section is to be completed only on the last page of the Client Daily Record

[illegible][illegible]

Monthly Avg. Daily Attendance	
-------------------------------	--

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

(Signature)

(Printed Name and Title)

(Date)

EXHIBIT "D"

DIRECT BENEFITS ACTIVITIES

Sub-Recipient/Program Name: Aid to Victims of Domestic Abuse 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 Unduplicate d Number Served This Month:	_____ *	_____	_____	_____	_____	_____ *	White:	_____	_____	_____	_____	This Month YTD	
							Black/African American:	_____	_____	_____	_____		
							Asian:	_____	_____	_____	_____		
							American Indian/Alaskan Native:	_____	_____	_____	_____		
							Native Hawaiian/Other Pacific Islander:	_____	_____	_____	_____		
							American Indian/Alaskan Native & White:	_____	_____	_____	_____		
							Asian & White:	_____	_____	_____	_____		
							Black/African American & White:	_____	_____	_____	_____		
							Am. Indian/Alaskan Native & Black African Am:	_____	_____	_____	_____		
							Other Multi-Racial:	_____	_____	_____	_____		
Total Unduplicate d Number Served Year- to-Date (YTD):	_____ **	_____	_____	_____	_____	_____ **	TOTAL	_____ *	_____ **	_____	_____	YTD	

Revised August 2007; Previous editions are obsolete.

* These totals must agree.

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

EXHIBIT "E"

MONTHLY PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Agency: Aid to Victims of Domestic Abuse, Inc.

Address: P.O. Box 6161, Delray Beach, FL 33482

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 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. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

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

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "F"

ORGANIZATION: <u>Aid to Victims of Domestic Abuse</u>						CONTACT NAME: Pam O'Brien									
PROGRAM: <u>CDBG</u>						TITLE: President and CEO									
FY 2017-2018 PALM BEACH COUNTY AGREEMENT						CONTACT INFO: <u>pobrien@avda-fl.com</u> 561-265-3797									
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>School Board</u>	<u>% Alloc to Program</u>	<u>Meicaid Waiver</u>	<u>% Alloc to Program</u>	<u>Town PB United Way</u>	<u>Total</u>
Transitional Housing Family Advocate (THFA)	1	\$31,812	100%	\$6,420	30%	\$0		\$0		\$0		\$0		\$0	\$6,420
(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
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:															
THFA Health/Life/STD/LTD				\$1,039	5%	\$0		\$0		\$0		\$0		\$0	\$1,039
THFA payroll taxes				\$540	3%	\$0		\$0		\$0		\$0		\$0	\$540
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
B. OPERATING COSTS															
1 Professional Fees															
		Audit Fees		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		Payroll Srv		\$112	1%	\$0		\$0		\$0		\$0		\$0	\$112
		Other		\$0		\$0		\$0		\$0		\$0		\$0	\$0
2		Insurance		\$0		\$0		\$0		\$0		\$0		\$0	\$0
3		Supplies		\$1,800	9%	\$0		\$0		\$0		\$0		\$0	\$1,800
4		Communications/Postage/Shipping		\$0		\$0		\$0		\$0		\$0		\$0	\$0
5		Occupancy		\$10,729	48%	\$0		\$0		\$0		\$0		\$0	\$10,729
Other: All occupancy, repairs, insurance, supplies, professional fees and other salaries are funded by other sources.															
Subtotal Operating Costs															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET															
				\$20,640	100%	\$0		\$0		\$0		\$0		\$0	\$20,640



Aid to Victims of Domestic Abuse, Inc.

P.O. Box 6161
Delray Beach, FL 33482-6161
Phone: 561-265-3797 • Fax: 561-265-2102
24-HOUR CRISIS HOTLINE 1-800-355-8547
www.avdaonline.org

November 6, 2017

Mr. Jonathon Brown, Director
Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Re: Contract Number R 2017:1467

Dear Mr. Brown:

AVDA requests that Exhibit F be modified to match the original request submitted on July 20, 2017.

Sincerely,

Pam O'Brien, M.S.W., J.D.
President & CEO

FUNDERS

