### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

		:				
Meeting Date: A Department	pril 2, 2019	[X] []	Consent Ordinance	] [	] ]	Regular Public Hearing
Submitted By: Submitted For: ========	nitted By: <u>Community Services</u>					

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to Contract for Provision of Services with Aid to Victims of Domestic Abuse, Inc. (AVDA) (R2018-1337), for the period October 1, 2018 through September 30, 2020, to revise language in the scope of work from the term rapid rehousing to emergency shelter, for the provision of emergency shelters to families fleeing domestic violence.

**Summary:** Amendment No. 1 is necessary to revise language in the scope of work to align the contract language with the actual services provided. AVDA provides emergency shelter services to families experiencing homelessness due to domestic violence. AVDA will continue to serve 65 clients. **No County funds are required.** (Division of Human and Veteran Services) <u>Countywide</u> (HH)

**Background and Justification:** On July 10, 2018, the Board of County Commissioners (BCC) approved the Palm Beach County Action Plan for Fiscal Year 2018-2019, which allocated funds in Emergency Solutions Grant (ESG) funds to non-profit agencies. This contract will fund activities which include payment for the cost of operating and maintaining emergency shelters and provide financial assistance to continue to house families.

Attachments: Amendment No. 1 to Contract for Provision of Services (2)

Recommended By: <u>Jewes E- Jhen</u> <u>3/14/19</u> Department Director Date

Approved By:

Nancy J. Bolt

ounty Administrator

# **II. FISCAL IMPACT ANALYSIS**

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures		1982 - I.,			
Operating Costs	0				
External Revenue					
Program Income (Coun	ty)				
In-Kind Match (County)					
NET FISCAL IMPACT	0				
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Cu Does this item include Budget Account No.:		Yo al funds? Yo	es <u>X</u> No es No	X	
FundDept	_UnitObject	Prog	ram Code	Program	Period
C. Departmental F	Juli		for of Finance a	and Support	Services
	III. REVI	EW COMMEN	115		
A. OFMB Fiscal ar	d/or Contract Dev	elopment and	d Control Com	iments:	
Palipht OFMB	Qea 3/18	119 \$73/18 Contract	$3 \cdot \frac{1}{24} = \frac{1}{19}$	and Control	(3122))
B. Legal Sufficiend	cy:				
Assistant County	Attorney				

Department Director

This summary is not to be used as a basis for payment.

# AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES(R2018-1337) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and AID TO VICTIMS DOMESTIC ABUSE, INC. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is <u>59-2486620</u>.

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

#### WITNESSETH:

**WHEREAS**, the need exists to amend the contract replace the language from Rapid Re-Housing to Emergency Shelter.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract entered into on September 18, 2018 is hereby amended as follows:

I. New Scope of Work Exhibit "A1" attached hereto shall replace the Scope of Work Exhibit "A" in its entirety which replaces Rapid Re-Housing to Emergency Shelter.

### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

**IN WITNESS WHEREOF,** the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

**ATTEST:** 

BY

Sharon R. Bock Clerk and Comptroller

**Deputy Clerk** 

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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BY\_

Mack Bernard, Mayor

**AGENCY:** 

<u>Aid to Victims of Domestic Abuse, Inc.</u> Agency's Name Typed

-Docusigned by: Beverly Cordner, Board Chair

Agency's Signatory BEVERLY CORDNER

**Agency's Signatory Typed** 

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

#### APPROVED AS TO TERMS AND CONDITIONS

Q mer Hin

James Green, Director Department of Community Services

# SCOPE OF WORK

# THE AGENCY AGREES TO:

# A. SCOPE OF SERVICES:

The AGENCY shall provide Emergency shelter to families experiencing homelessness. The provision of these services 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 contract will benefit persons who are "Homeless" as defined in **Exhibit B**. The services to be provided by the AGENCY shall be provided in accordance with the ESG component identified below and shall comply with the Federal regulations pertaining to such component:

[x] 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 AND HOUSING ALLIANCE OF PALM BEACH COUNTY:

The AGENCY is required to maintain membership in good standing, in the Palm Beach County Homeless and Housing Alliance (HHA). A member in good standing is required to attend 60% of the general HHA meetings and 70% of at least one of the HHA Sub-Committee meetings during a consecutive 12-month period.

# D. BENEFICIARIES:

During the term of this contract, the AGENCY shall provide the services described herein to **<u>65 unduplicated individuals annually</u>**. The beneficiaries of the project funded through this contract must be "Homeless", as defined in **Exhibit "B**" attached hereto and incorporated by reference. The project funded under this contract shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to DEPARTMENT. 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 <u>\$26,084</u> (45% of the total funding allocated through this contract) by March 31, 2019.
- **2.** The AGENCY shall expend the remaining **\$31,880** (55% of the total funding allocated through this contract) by September 30, 2019.

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This contract 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 DEPARTMENT.

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 DEPARTMENT, 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 contract are "Homeless" and shall maintain written documentation of its compliance with the requirements of this contract. Upon request, the AGENCY shall provide such written documentation to DEPARTMENT.

The AGENCY shall maintain records for each program participant that document the services and assistance provided to the program participant, including, as applicable, case notes documenting services and assistance towards self-sufficiency, documentation of attainment of cash and non-cash mainstream resources, service plans, homeless documentation, and CMIS entry.

Compliance with the applicable requirements for providing services and assistance to the program participant under the ESG Component identified herein, including the provision on determining eligibility, the amount and type of assistance, and the provision on using appropriate assistance and services, can be found at 24 CFR 576.401(a)(b)(d)(e).

### **G. INTAKE PROCEDURES:**

The AGENCY shall use written intake procedures and forms as developed by the HHA 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 as required at 24 CFR 576.500(b). Upon request, the AGENCY shall make its written intake procedures available to DEPARTMENT. Furthermore, upon request, the AGENCY shall make the records it maintains to demonstrate compliance with 24 CFR 576.500(b)(c) available to DEPARTMENT.

### 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 HHA.

# 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 of 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.
- 3. The provision of prompt written notice of the final decision to the program participant.

Termination in accordance 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 DEPARTMENT.

# K. INVOICES:

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

All invoices submitted by the AGENCY for costs permitted under this Contract must include the following:

- **1.** An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
- 2. A properly completed and signed Monthly Allocation Worksheet (Exhibit D)
- **3.** A properly completed and signed Monthly Performance Report (**Exhibit E**)
- **4.** A properly completed Grantee Statistics Report (**Exhibit F**)

Invoices submitted by the AGENCY for costs permitted under this contract and associated with the operation of <u>Emergency Shelter</u> shall include:

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, insurance, supplies). Eligible utilities include the following services <u>only</u>:
  - a. Gas
  - b. Electricityc. Water and Sewer
  - d. Telephone and internet services
- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a cancelled check or a copy of bank records indicating payment has cleared.

DEPARTMENT, at its discretion, may modify the above lists. Upon modification of the aforesaid lists, DEPARTMENT 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 contract if the AGENCY fails to comply with any requirements of this contract and all applicable program regulations which results in HUD requiring the COUNTY to repay funds reimbursed to the AGENCY under this contract.

# 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 contract. Only matching contributions made by the AGENCY after the start date of this contract 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 contract 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:

- <u>Cash Contributions</u>: 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. <u>Non-Cash Contributions:</u> The value of any real property, equipment, goods, or services contributed by the AGENCY to 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 DEPARTMENT'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 DEPARTMENT'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 DEPARTMENT'S approval to do so.

The AGENCY agrees to provide matching contributions valued at no less than **(\$57,964)**.

# N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

- <u>Match Report:</u> The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (Exhibit G) and its supporting documentation therewith. The Match Report covering the period ending <u>March 31</u>, 2019, shall be submitted by the AGENCY to DEPARTMENT no later than <u>April 30</u>, 2019, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT no later than <u>April 30</u>, 2019, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT 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 contract.
- 2. <u>Monthly Performance Report</u>: The Monthly Performance Report (Exhibit E) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

The AGENCY shall assure that it reports all program income received by it on this report. 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 contract 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 contract 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 DEPARTMENT 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).

3. <u>ESG Grantee Statistics Report</u>: The ESG Grantee Statistics Report (Exhibit F) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

# O. CLIENT MANAGEMENT INFORMATION SYSTEM:

As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS) for Palm Beach County, Division of Human Services. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this contract.

Victim Service Provider AGENCIES may use a comparable database that collects clientlevel data over time and generates unduplicated aggregate reports based on that data.

### II. THE COUNTY AGREES TO:

A. Provide up to **\$57,964** in funding for the following budget line items:

Budget Line Item Description	Amount
Emergency Shelter	
Insurance	\$ 7,000
Shelter Operations	\$ 50,964
TOTAL:	\$ 57,964

- **B.** Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this contract.
- **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 contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with HUD regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 576.

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								PERSONAL & ADV INJURY	\$		
								GENERAL AGGREGATE	\$		
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									\$		
								COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY	\$		
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	HIRED AUTOS AUTOS							(Per accident) PROPERTY DAMAGE (Per accident)	\$		
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А	EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$ 1,000,000.00		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00		
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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	VELY C	OR NEGATIVELY AMEND, E DOES NOT CONSTITUT	EXTEND OR ALTI	ER THE CO	VERAGE AFFORDED	TE HO BY THI	LDER. THIS E POLICIES
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