

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Housing & Community Development

Submitted By: Housing & Community Development

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 001 to an Agreement with Aid to Victims of Domestic Abuse, Inc (AVDA) (R2010-1675) for an additional \$5,244.21 in Emergency Shelter Grants Program (ESGP) funds changing the award from \$30,000 to \$35,244.21 for the period October 1, 2010 to September 30, 2011.

**Summary:** Palm Beach County Housing and Community Development (HCD) staff has identified \$5,244.21 in ESGP funds that are available for reprogramming. These funds are derived from unexpended ESGP funding awarded to five (5) of the 12 subreceptients during FY 2009-2010 and whose Agreements with Palm Beach County (County) expired on September 30, 2010. The funds are recommended to be awarded to AVDA, a not-for-profit agency that provides emergency shelter to victims of domestic abuse. AVDA has a current FY 2010-2011 ESGP Agreement with the County in which these additional funds will be added. The ESGP Advisory Board is recommending this additional funding allocation. These are Federal ESGP funds and the required program match will be met by the agency. These are Federal Emergency Shelter Grants funds that require no ad valorem match. (Planning Section) Countywide (TKF)

**Background and Justification:** Aid to Victims of Domestic Abuse, Inc. (AVDA) has an existing Agreement (R2010-1675) with Palm Beach County under the Emergency Shelter Grants Program (ESGP). The County's FY 2010-2011 Annual Action Plan was approved by the Board of County Commissioners on July 20, 2010 (R2010-1156), which originally allocated \$30,000 to AVDA for operational and maintenance cost of their emergency shelter. (Continued on Page 3)

**Attachments:**

- 1. Amendment No. 001 with Aid to Victims of Domestic Abuse, Inc.
- 2. ESGP Agreement (R2010-1675) with Aid to Victims of Domestic Abuse, Inc.

Recommended By: [Signature] 8/10/2011  
Department Director Date

Approved By: [Signature] 8/10/11  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	\$5,244.21				
External Revenues	(\$5,244.21)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				


# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes  X  No    
 Budget Account No.:

Fund  1101  Depart  143  Unit  1435  Object  8201  Program Code/Period  ES15/GY09

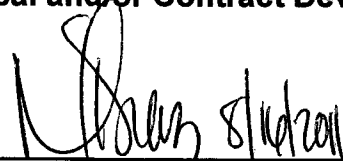
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this Agenda Item will provide an additional \$5,244.21 of ESGP funds to Aid to Victims of Domestic Abuse, Inc. to provide for operation and maintenance costs associated with their shelter facility.

**C. Departmental Fiscal Review:**   8-10-11   
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

   
 OFMB  8/15/11 abw 8/12

   
 Contract Development and Control  8-22-11 C. Wheeler

**B. Legal Sufficiency:**

This amendment complies with our review requirements.

 8/23/11   
 Senior Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

(Continued from Page 1)

**Background and Justification:** The regulations governing the ESGP require that funds received during a particular year be expended within 24 months of its receipt. Funds which are not expended within the appropriate timeframe are subjected to be recaptured by HUD. It is therefore HCD policy that all allocated ESGP funds must be expended within 12 months. HCD staff has identified surplus ESGP funds available for reprogramming in the amount of \$5,244.21 from the following subrecipients: Adopt-A-Family of the Palm Beaches (\$2,161.31); Children's Case Management Organization (\$538.51); Children's Home Society of Florida (\$315.07); Florida Resource Center for Women and Children (\$1,881.03); Lord's Place Family Shelter (\$23.29); and YWCA (\$325.00). The Palm Beach County ESGP Advisory Board, whose members were nominated by the Homeless Coalition of Palm Beach County, Inc. and appointed by the Palm Beach County Board of County Commissioners, are responsible for making the recommendations regarding the reallocation of these ESGP funds.

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

Amendment 001 entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Palm Beach County and Aid To Victims Of Domestic Abuse, Inc.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an agreement with Aid To Victims Of Domestic Abuse, Inc. on October 19, 2010, approved by Document R2010-1675, to provide \$30,000 of Emergency Shelter Grant funds for operation and maintenance expenses of an emergency shelter for victims of domestic abuse and their children, which is operated at an undisclosed location; and

WHEREAS, the parties wish to increase the amount of funds within the budget of the Agreement by adding \$5,244.21; and

WHEREAS, both parties mutually agree that the original agreement entered into on October 19, 2010, should be amended as follows:

**A. Part III – Section I – Maximum Compensation:**

Substitute “35,244.21” for “\$30,000.”

**B. Exhibit A, Part II - Section A:** Delete the section in its entirety and substitute:

A. Provide up to \$35,244.21 in funding for budget line items as follows:

**OPERATIONS AND MAINTENANCE OF SHELTER**

Building and Grounds Maintenance.....	\$ 7,250.00
Utilities (water, sewer, electricity).....	\$10,140.00
Comprehensive Liability Insurance.....	\$ 4,200.00
Facility Supplies (cleaning and laundry supplies)....	\$ 4,950.00
Equipment Rental and Maintenance.....	\$ 2,700.00
Food (for clients' consumption).....	\$ 5,504.21
Security.....	\$ 500.00

**TOTAL.....\$35,244.21**

NOW THEREFORE, all items in the previous agreement in conflict with the amendment shall be and are hereby changed to conform to this amendment.

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.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

**BOARD OF COUNTY COMMISSIONERS**

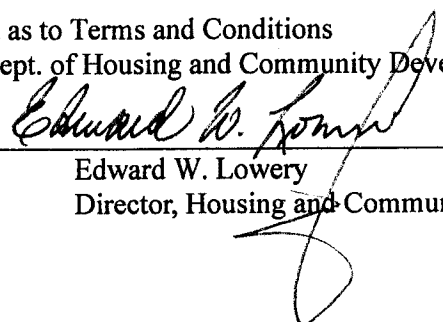
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen Marcus, Chair

Approved as to Form and Legal  
Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community Development


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

By:   
Edward W. Lowery  
Director, Housing and Community Development

(COUNTY SEAL)

**AID TO VICTIMS OF DOMESTIC ABUSE, INC., a Florida corporation**

By:   
Craig Hartmann, Board Chair

By:   
Pamela O'Brien, Executive Director

(CORPORATE SEAL)

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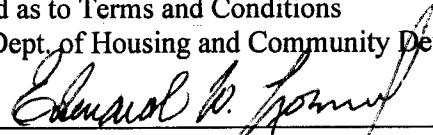
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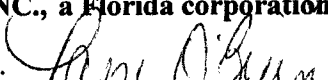
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward W. Lowery  
Director, Housing and Community Development

(COUNTY SEAL)

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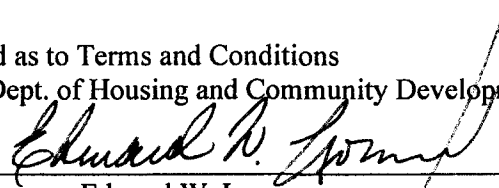
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By:   
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(CORPORATE SEAL)

**Attachment 1**

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**AID TO VICTIMS OF DOMESTIC ABUSE, INC.**

R 2010 16 75

THIS AGREEMENT, entered into this      day of OCT 19 2010, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Emergency Shelter Grants Program and **AID TO VICTIMS OF DOMESTIC ABUSE, INC.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2905 South Federal Highway, Suite C-10, Delray Beach, FL 33483** and its Federal Tax Identification Number as **59-2486620**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of an Emergency Shelter Grants Program in certain areas of Palm Beach County, pursuant to Section 1012 of the McKinney-Vento Homeless Assistance Act (as amended); and

WHEREAS, Palm Beach County, in accordance with the FY 2010-2011 Action Plan, and **Aid to Victims of Domestic Abuse, Inc. (AVDA)** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Aid to Victims of Domestic Abuse, Inc. (AVDA)** to implement such undertakings of the Emergency Shelter Grants Program.

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

PART I

DEFINITION AND PURPOSE

1. Definitions:

- (1) "County" means Palm Beach County.
- (2) "ESGP" means Emergency Shelter Grants Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means **Aid to Victims of Domestic Abuse, Inc. (AVDA)**
- (5) "HCD Approval" means the written approval of the HCD Director or designee.
- (6) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (7) "Homeless" means the definition set by the Consolidated Plan regulations.

2. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. The beneficiaries of a project funded under this Agreement must be eligible for homeless assistance under the Emergency Shelter Grants Program.

PART II

SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

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 HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **THIRTY THOUSAND DOLLARS (\$30,000)** for the period of **October 1, 2010 through September 30, 2011**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number S-10-UC-0016. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by **September 30, 2011**.

3. Method of Payment

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions on Which Payment is Contingent

(1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and



AID TO VICTIMS OF DOMESTIC ABUSE, INC.

amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

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

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) 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 HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

Payment will be contingent 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.

(6) Additional HCD, County, and U.S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) Prior Written Approvals - Summary

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

PART IV

GENERAL CONDITIONS

1. Opportunities for Residents and Civil Rights Compliance

The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest 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. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities for Small and Minority/Women-Owned Business Enterprises

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

3. Project Beneficiaries

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

before for the time period designated in Part 111, Paragraph 1 of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. Evaluation and Monitoring

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

5. Audits and Inspections

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

If during the year, the agency expends over \$500,000 of Federal awards, the agency shall comply with the Provision of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

7. Indemnification

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

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) Worker's Compensation & Employer's Liability

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

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

(4) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(5) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners  
c/o Housing and Community Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

(6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

10. Conflict of Interest

The Agency shall comply with 24 CFR 576.57(d) which requires at a minimum that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD.

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

11. Citizen Participation

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

12. Recognition

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

13. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-87, A-110, A-122, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12372, 12432, 13279, Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act
- (6) McKinney-Vento Homeless Assistance act, 42 U.S.C. 11301(1988), as amended
- (7) The Drug-Free Workplace Act of 1988, as amended
- (8) Florida Statutes, Chapter 112
- (9) Palm Beach County Purchasing Ordinance
- (10) Federal Emergency Shelter Grants Program Regulations (24 CFR Part 576), as amended, 24 CFR Part 85, 24 CFR 576.57(h), and Consolidated Plan Final Rule (24 CFR Part 91), as amended
- (11) The Agency's Personnel Policies and Job Descriptions
- (12) The Agency's Articles of Incorporation and Bylaws
- (13) The Agency's Certificate of Insurance
- (14) Current list of the Agency's Officers and members of Board of Directors
- (15) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. 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,

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(1) Termination for Cause

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

(2) Termination for Convenience

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

(3) Termination Due To Cessation

In the event the grant to the County under Title IV of the McKinney-Vento Homeless Assistance Act, (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 termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

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 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.

17. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406,

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

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

20. 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).

21. Palm Beach County of the Inspector General

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County agreements, contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds, including the Agency, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and to detect waste, corruption and fraud.



AID TO VICTIMS OF DOMESTIC ABUSE, INC.

22. 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.

WITNESS our Hands and Seals on the                      **OCT 19 2010** day of                     , 20    .

ATTEST:

SHARON R. BOCK, Clerk, Comptroller

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

**BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*  
Deputy Clerk

By: *[Signature]*  
Burt Aaronson, Chair

**Steven L. Abramis**

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: *[Signature]*  
Tammy K. Fields  
Senior Assistant County Attorney

By: *[Signature]*  
Edward W. Lowery  
Director

(COUNTY SEAL)

**Aid to Victims of Domestic Abuse, Inc., a Florida Corporation**

By: *[Signature]*  
Ann Bennett, President

By: *[Signature]*  
Pamela O'Brien, Executive Director

(CORPORATE SEAL)

EXHIBIT A

WORK PROGRAM NARRATIVE  
AID TO VICTIMS OF DOMESTIC ABUSE, INC.

- I. The Agency agrees to:
- A. Operate a 41-bed emergency shelter located at a confidential location to house and provide services to victims of domestic abuse.
  - B. During the term of this Agreement, provide emergency housing and related supportive services to **one hundred forty-seven (147)** unduplicated individuals in an emergency shelter. All beneficiaries must be current residents of Palm Beach County.
  - C. The agency is required to maintain written documentation verifying all persons assisted under this agreement are either homeless or at risk of becoming homeless. The agency shall provide such written verification to HCD upon HCD's request. For purposes of this agreement, the term "homeless family with children" is defined under 24 CFR 91.5 as the following: A family composed of the following types of homeless persons: a least one parent or guardian and one child under the age of 18; a pregnant woman; or a person in the process of securing legal custody of a person under the age of 18. For the purposes of this agreement, "Homelessness" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as the following:
    - 1. an individual or family who lacks a fixed, regular, and adequate nighttime residence;
    - 2. 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;
    - 3. an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
    - 4. an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
    - 5. an individual or family who—
      - a. will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
        - i. a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
        - ii. the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
        - iii. credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
      - b. has no subsequent residence identified; and
      - c. lacks the resources or support networks needed to obtain other permanent housing; and
    - 6. unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
      - a. have experienced a long term period without living independently in permanent housing,
      - b. have experienced persistent instability as measured by frequent moves over such period, and
      - c. can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

to employment.

- D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D), the Detailed Narrative Report (Exhibit E), and the ESGP Grantee Statistics Report (Exhibit F). The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above. The ESGP Grantee Statistics Report will provide information required by U.S. HUD.
- E. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- F. The agency is required to participate in the Client Management Information System (CMIS) for Palm Beach County, Florida, which is hosted by the Center for Information & Crisis Services, Inc. The Agency must specifically account for all ESG funds obtained via this contract in the CMIS.
- G. 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.
- H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- I. The Agency will provide matching funds or match-in-kind of a sum equal to or more than the amount of funds provided in this Agreement, in the form and in the amounts described below. The Agency will report the match contribution using the letter format provided in Exhibit "C", and will provide documentation of the match as attachment(s) to that letter. Match reports will be submitted to HCD at the end of the sixth month of the Agreement term (February, 2010); and with submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented match reports shall be a requirement for reimbursement under this Agreement.

The required match (\$30,000) is to be provided in the form of the value of salary paid to agency staff in support of carrying out the ESGP activities.

- J. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- K. Submit consecutively numbered invoices to HCD for reimbursement with ESGP funds on a regular, recurring basis, preferably monthly, to facilitate an even flow of funds throughout the agreement term, and to prevent under-expenditure of allocated funds.

II. The County agrees to:

- A. Provide up to **THIRTY THOUSAND DOLLARS (\$30,000)** in funding for budget line items as follows:

**OPERATIONS AND MAINTENANCE OF SHELTER**

Building and Grounds Maintenance.....	\$9,000
Utilities (water, sewer, electricity).....	\$8,500
Comprehensive Liability Insurance.....	\$3,000
Facility Supplies (cleaning and laundry supplies)....	\$3,500
Equipment Rental and Maintenance .....	\$2,500
Food (for clients' consumption).....	\$3,000
Security.....	\$500

**TOTAL .....** \$30,000

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

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

G:\PLANNING\PLANADMN\ESGP\SUBRECIP\2010-2011\Aid to Victims of Domestic Abuse (AVDA)\AVDA ESGP2010.doc

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

**EXHIBIT B**

**LETTERHEAD STATIONERY**

TO: Edward W. Lowery, Director  
Housing and Community Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT - (R2010-\_\_\_\_\_)

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Attached, you will find Invoice # \_\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_. The expenditures for this invoice covers the period \_\_\_\_\_ through \_\_\_\_\_. You will also find attached originals or copies of documentation relating to the expenditures involved.

Approved for Submission

Ref: G:\PLANNING\PLANADMN\ESGP\SUBRECIP\2010-2011\Aid to Victims of Domestic Abuse (AVDA)\AVDA ESGP2010.doc

**EXHIBIT C**

**LETTERHEAD STATIONERY**

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

TO: Edward W. Lowery, Director  
Housing and Community Development  
100 Australian avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: REPORT OF MATCH PROVIDED UNDER ESGP AGREEMENT (R-2010-\_\_\_\_)

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

Time Frame (Select One)	Type of Match	Amount
<input type="checkbox"/> 10/1/2009 - 2/28/2010 <input type="checkbox"/> 3/1/2010 - 9/30/2010 <input type="checkbox"/> 3/1/2010 - _____ (specify)		\$ _____

The following attachments are provided to substantiate the Match:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)  
Name  
Title

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

EXHIBIT D

DIRECT BENEFITS ACTIVITIES

Palm Beach County Housing and Community Development

Subrecipient/Program Name: \_\_\_\_\_ Agreement: R201\_\_ - \_\_\_\_\_ Month/Year Reported: \_\_\_\_\_

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										Female Headed Households	
		Income:					TOTAL	Racial/Ethnic Characteristics:					Female Headed Households
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	#Total		# Hispanic					
Racial Category	This Month	YTD	This Month	YTD									
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:	_____	_____	_____	_____	This Month  YTD	
Total Unduplicated Number Served Year-to-Date (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	_____*	_____**	_____	_____	_____	_____	_____	_____	_____	_____			

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

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

EXHIBIT E

AID TO VICTIMS OF DOMESTIC ABUSE, INC.

DETAILED NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R201 - -D Month Covered: \_\_\_\_\_

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG or ESGP funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG or ESGP. Program income may be retained by the Agency if the income is treated as additional CDBG or ESGP funds to further support the activities defined in the Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<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:



AID TO VICTIMS OF DOMESTIC ABUSE, INC.

B.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES THIS PERIOD</u>	<u>BENEFICIARIES YTD</u>	<u>CONTRACT GOAL</u>
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C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

Emergency Shelter Grants Program  
 Grantee Statistics Report for FY 201\_\_-0\_\_

Agency:		Agreement No.: R201 ____ - ____	
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>			