Agenda Item # 3E-7

#### PALM BEACH COUNTY

#### **BOARD OF COUNTY COMMISSIONERS**

#### AGENDA ITEM SUMMARY

Meeting Date: Sep	ptember 17, 2024	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing	
	<u>Community Services</u> Division of Human Se	rvices and Communi		
<b>****</b>	======================================	EXECUTIVE BRIEF	=======================================	# <b>===</b>
below-listed agend	cies for the period Octo	ber 1, 2023, through	precipient Agreement Amen September 30, 2025, to e s Grant (ESG) 2024-2025 f	xercise renewal
of rapid rehor	No. 1 with Adopt A Fam using services to famili for a new total amount	es with children exper	s, Inc. (AAF) (R2024-0030) iencing homelessness, to ii 4;	for the provision ncrease funding
B) Amendment I of emergency	No. 1 with Aid to Victim	s of Domestic Abuse, I and families with child	lnc. (AVDA) (R2024-0031) <sup>.</sup> dren fleeing domestic violer	for the provision nce, to increase
C) Amendment I families with	No. 1 with The Salvation	on Army (R2024-0292 homelessness, to incr	) for the provision of emergease funding with The Sa	jency shelter to vation Army by
D) Amendment I emergency s	No. 1 with YWCA of Pa	lm Beach County, Inc. nd families with childr	(YWCA) (R2024-0033) for en fleeing domestic violen	the provision of ce, to increase
Action Plan for Fis agencies to assist fleeing domestic v maintenance of em case management supplies for emergagreements with the	scal Year 2024-2025, people experiencing ho violence. These agrenergency shelters and for rental and utility assigency shelters. On Ja	which allocated \$482 melessness, or who a ements fund homele inancial assistance to stance, food, maintenary 23, 2024, Paln	rs (BCC) approved the Paln ,393 in ESG Program fun- re at risk of homelessness, as services, including the rapidly rehouse families. A lance, security equipment, an Beach County entered in rvices. The amendment	ds for nonprofit including those operation and activities include insurance, and nto subrecipient
received. Under th AVDA expects to p domestic violence emergency shelter families with childre	is amendment, AAF will provide emergency she and to expend all fun to 70 households. In For an. They expect to mee!	I serve twenty families elter to 70 households ds received. Under the Y 2025, the Salvation A that number and to ex	es and expects to expend in its rapid rehousing progra (individuals and families) whis amendment, AVDA will army will provide emergency apend all of the ESG funds rer to eight families with child	am. In FY 2025 who are fleeing Il again provide shelter to eight eceived. Under
Attachments:				
<ol> <li>Subrecipient Ag</li> <li>Budget Availabi</li> </ol>	greement Amendments ility Statement	(4)		
Recommended By	/:		8/29/2024	
Approved By:	Jamm)	CAD.	Date 9/9/24	
-	Assistant County	Administrator	Date /	

## II. FISCAL IMPACT ANALYSIS

## A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$25,845	482,393			
External Revenue	(\$25,845)	(482,393)			
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
No. ADDITIONAL FTE					
POSITIONS (Cumulative)					

	NET FISCAL IMPACT	0	0		<u> </u>	
	No. ADDITIONAL FTE					
	POSITIONS (Cumulative)					
	he Item Included In the Cur	<b>—</b>		es <u>x</u>	No	
	es this item include the use			es <u>x</u>	No	
Do	es this item include the use	of state funds	? \	/es	No <u>x</u>	
D	Jant Aganima N					
	dget Account No.: id <u>1101</u> Dept <u>143</u> Unit <u>1435</u> O	bject <u>8201</u> Progra	am Code <u>V</u>	<u>∖R</u> Program I	Period <u>GY 20</u>	<u>)24</u>
В. Г	Recommended Sources of F	Funds/Summar	y of Fiscal	Impact:		
ŀ	HUD Emergency Solutions Gr	ant. No county	funds requi	ired.		
	,	·	Signed by:			
_			Julie De	<i>w</i> e		
C. I	Departmental Fiscal Review		94174C4E8	A8C424		
		Julie Dowe, Di	rector, Fina	ancial & Sup	poπ Servic	es
	I	II. REVIEW	COMMENT	ΓS		
	•	<b>.</b> <del>-</del>	·—· •			
A. (	OFMB Fiscal and/or Contrac	t Development	and Cont	rol Comme	nts:	
			4			
	ABDEAL 8/27/2 DFMB DA8/27 8/8			, 1	11	
		n :	$\mathcal{A}_{\mathcal{A}_{\mathcal{A}}}$	I. I. I.h.	-1. //	al
	ASDell 8/27/2	4	TYU	MAGIM		9/3/24
(	OFMB OROLY RI		Contract	Develobme	ent and Cor	ntrol/
,	24,8/41 00	-26.24	Knot al	30/20		
				- ~/		i
B. I	∟egal Sufficiency					
	1/0 1.1.					
(	There C. Skund	9-2-74				
•	Assistant County Attorney	1-501				
•	Constant County Attorney					
C.	Other Department Review:					
	-					
	Department Director					

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

#### Summary (continued from page 1)

In FY 2025, YWCA will provide emergency shelter to 120 households comprised of individuals and families fleeing domestic violence. They expect to expend 100% of the ESG funds received. Under this amendment, YWCA will provide emergency shelter to 190 individual and family households who are fleeing domestic violence. These federal ESG funds require a matching contribution, which will be provided by the agencies receiving funding. **There is no County match required**. Countywide (HH).

**Background and Justification:** The Palm Beach County Department of Housing and Economic Development (DHED) received \$568,768 in ESG funding from the U.S. Department of Housing and Urban Development (HUD). DHED, as permitted by HUD, deducted \$11,375 from the total entitlement to be used toward administering the ESG Program and \$75,000 to be used for administration of the Client Management Information System (CMIS). The undertaking of the ESG Program is an inter-departmental effort between the Community Services Department (CSD) and DHED. Funded organizations are monitored by CSD to maintain programmatic and fiscal accountability.

## FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT FOR PROVISION OF SERVICES

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT FOR PROVISION OF SERVICES dated January 23, 2024 (R2024-0030) is made on this 1 day of September 2024, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as the COUNTY, and Adopt A Family of the Palm Beaches, Inc., hereafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax ID is 59-2471253.

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

WHEREAS, on January 23, 2024, the above named parties entered into a Subrecipient Agreement for Provision of Services (R2024-0030) (the Agreement), in an amount not to exceed \$181,127.00 to provide certain services; and

WHEREAS, the need exists to amend the Agreement to: update ARTICLE 4 SCHEDULE, and ARTICLE 5 PAYMENTS TO ESG-FUNDED AGENCY; revise ARTICLE 19 PROGRAMMATIC REQUIREMENTS; add new ARTICLE 55 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN, and add new ARTICLE 56 HUMAN TRAFFICKING AFFIDAVIT; replace EXHIBIT A with EXHIBIT A-1; replace EXHIBIT B with EXHIBIT B1; and replace EXHIBIT G with EXHIBIT G-1.

**NOW THEREFORE**, the COUNTY and the AGENCY mutually agree that the Agreement entered into on January 23, 2024, is hereby amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Agreement.
- II. The first paragraph of ARTICLE 4 SCHEDULE is amended to read as follows:

The term of this Agreement shall be for two (2) years starting October 1, 2023, and ending on September 30, 2025, with one (1), one (1)-year option for renewal at the COUNTY'S sole discretion based on the availability of Emergency Solutions Grant (ESG) funding and AGENCY'S performance.

III. The first paragraph in **ARTICLE 5 PAYMENTS TO ESG-FUNDED AGENCY** is amended to read as follows:

The total amount to be paid by the COUNTY under this agreement for all services and materials shall not exceed a total Agreement amount of THREE HUNDRED SEVENTY-FOUR THOUSAND EIGHTY-FOUR DOLLARS AND ZERO CENTS (\$374,084.00) over a two-year period of which ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS AND ZERO CENTS (\$181,127.00) is budgeted in Fiscal Year 2024, with ONE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$192,957.00) budgeted in Fiscal Year 2025.

- IV. Paragraph 28 is added to **ARTICLE 19 AGENCY'S PROGRAMMATIC REQUIREMENTS** to read as follows:
  - 28. Agencies that are serving eligible clients/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS)
      when determining eligibility for services;

- b. Process <u>all</u> client rental assistance (first, last, security, and/or monthly), and utility assistance payments through CSD's OSCARSS system;
- c. Enroll client(s)/household(s) into HMIS, and document all service(s) provided;
- d. Use the Resource and Referral Portal to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
- e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
- f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.
- V. New ARTICLE 55 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN is added to the agreement to read as follows:

## ARTICLE 55 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

VI. New **ARTICLE 56 HUMAN TRAFFICKING AFFIDAVIT** is added to the agreement to read as follows:

#### ARTICLE 56 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06 Florida Statutes. AGENCY has executed EXHIBIT O, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- VII. **EXHIBIT A SCOPE OF WORK AND SERVICES** is replaced in its entirety by **EXHIBIT A-1**, attached hereto and incorporated herein by reference.
- VIII. EXHIBIT B FY 2023 INCOME LIMITS SUMMARY, is replaced in its entirety by EXHIBIT B-1 2024 INCOME LIMITS SUMMARY, attached hereto and incorporated herein by reference.
- IX. **EXHIBIT G Subaward Data** is replaced in its entirety with **EXHIBIT G-1**, attached hereto and incorporated herein by reference.
- X. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

Δ	$T_{1}$	T	ZT.

Assistant County Attorney

Joseph Abruzzo PALM BEACH COUNTY, FLORIDA a Political Clerk of Circuit Court & Comptroller Subdivision of the State of Florida **Palm Beach County BOARD OF COUNTY COMMISSIONERS**  $\mathbf{BY}$ **Deputy Clerk** Maria Sachs, Mayor **AGENCY:** Adopt A Family of the Palm Beaches, Inc. -DocuSigned by: Matthew Constantine AGENCY'S Signatory Name Matthew Constantine, CEO **AGENCY'S Signatory Name Typed** APPROVED AS TO FORM AND APPROVED AS TO TERMS LEGAL SUFFICIENCY AND CONDITIONS DocuSigned by: HCH Tanua Malliotra Taruna Malhotra, Deputy Director

**Community Services Department** 

# FY 2025 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM SCOPE OF WORK AND SERVICES

Agency Name: Adopt A Family of the Palm Beaches, Inc.

Program Name: Rapid Re-Housing/Homeless Resource Center

Location: Palm Beach County

Target Population: Families, as defined by HUD, experiencing homelessness (Program

Participants)

#### ADOPT A FAMILY OF THE PALM BEACHES, INC. AGREES TO:

#### A. SCOPE OF SERVICES:

The AGENCY shall provide rapid re-housing to families, as defined by HUD, experiencing homelessness (Program Participants). 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 Agreement will benefit persons who are Homeless as defined in **Exhibit B** and have incomes at or below the levels in **Exhibit B2**. 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:

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

The AGENCY provides homeless intervention activities at the Philip D. Lewis Homeless Resource Center (HRC), including intake, assessment, eligibility determination, and documentation. Households served through the HRC will have access to on-site health screenings, reduced-cost bus passes, a food pantry, laundry, showers, computers with internet access, phones, school supplies, play space for children, and supportive staff.

The AGENCY will provide rapid re-housing activities to **20 unduplicated program participant households (70 unduplicated persons) annually,** including financial assistance in the form of security deposits and short-term and medium-term rental assistance in order to enable families to obtain permanent housing and stabilize and maintain housing long-term. Program participants will receive assistance in locating housing, and once they move in, a housing specialist will act as a liaison between the program participant and the landlord. During the course of the program, participants will receive case management support focusing on obtaining and maintaining stable housing, budgeting, and connection to community resources, assistance in applying for benefits, and referral for assistance in behavioral health and/or substance treatment. Each program participant will be assisted by a family advocate to develop a personalized plan for housing stability (Family Action Plan), including an exit strategy to ensure that housing stability is maintained after the program ends.

The AGENCY expects to achieve the following outcomes:

- 90% of the 20 households served will exit the ESG RRH program to a permanent housing destination.
- Of the program participant households stably housed at program exit, at least 85% will remain stably housed for one full year after program exit, as evidenced by a lack of entry into the homeless services system.

#### **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 Agreement, the AGENCY shall provide the services described herein to <a href="mailto:20">20</a> unduplicated families (households) annually, (70 unduplicated persons). The beneficiaries of the project funded through this Agreement must be "Homeless" under Category 1 (literally homeless) or Category 4, (fleeing or attempting to flee domestic violence) as defined in <a href="mailto:Exhibit B">Exhibit B</a> attached hereto and incorporated by reference, and have incomes that do not exceed the HUD Extremely Low-Income Level as defined in <a href="Exhibit B1">Exhibit B1</a>. The project funded under this Agreement shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to 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>\$86,831</u> (45% of the total funding allocated through this contract for FY 2025) by March 31, 2025.
- 2. The AGENCY shall expend the remaining **\$106,126** (55% of the total funding allocated through this contract for FY 2025) by September 30, 2025.

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 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 the 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 Agreement are "Homeless", meet the definition of "Extremely Low Income" and shall maintain written documentation of its compliance with the requirements of this Agreement. 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)(c)(d)(e).

#### **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.

#### 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.

#### **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.

#### TERMINATION OF ASSISTANCE:

<u>J. TERMINATION OF ASSISTANCE:</u>
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:

- The provision of a written notice to the program participant containing a clear statement of the reasons for termination.
- 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 Agreement. Invoices shall be submitted on a monthly basis to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

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

- 1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (Exhibit J)
- 2. A properly completed and signed Monthly Allocation Worksheet (Exhibit K)
- 3. A properly completed and signed Monthly Performance Report (Exhibit L)
- 4. A properly completed Grantee Statistics Report (Exhibit M)

Invoices submitted by the AGENCY for costs permitted under this Agreement and associated with the operation of **Rapid Re-Housing** shall include:

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, rental).
   Eligible rapid rehousing assistance includes the following services <u>only</u>:
- a. Rental Assistance
- b. Security Deposits
- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a canceled 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 Agreement if the AGENCY fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the COUNTY to repay funds reimbursed to the AGENCY under this Agreement.

#### M. MATCHING REQUIREMENT:

The AGENCY shall comply with the match requirements at 24 CFR 576.201. The AGENCY shall make

matching contributions to supplement the COUNTY'S ESG funds made available hereunder in an amount that at least equals the amount of ESG funds provided through this 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:

- Cash Contributions: Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A–87 (2 CFR Part 225) and A–122 (2 CFR Part 230).
- 2. <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, building, or 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 \$192,957.00.

#### N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

1. <u>Match Report:</u> The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (**EXHIBIT N**) and its supporting documentation therewith. The Match Report covering the period ending <u>March 31, 2025</u>, shall be submitted by the AGENCY to DEPARTMENT no later than <u>April 30, 2025</u>, 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 L**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. 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 ensure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed by CARES and other applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program income from activities funded, in whole or in part, through this Agreement meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

The AGENCY may request that program income from activities funded, in whole or in part, through this Agreement be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 576. Additionally, the AGENCY must obtain prior approval from 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. **ESG Grantee Statistics Report:** The ESG Grantee Statistics Report (**EXHIBIT M**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. 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/Client Track) 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 Agreement. Victim Service Provider AGENCIES may use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on that data.

#### II. THE COUNTY AGREES TO:

A. Provide up to \$374,084.00 in funding for the following budget line items:

Budget Line Item Description	FY 2024	FY 2025	Budget Total Amount
Security Deposits	\$ 34,151	\$ 34,732	\$ 68,883
Rental Assistance	\$ 146,976	\$ 158,225	\$305,201
TOTAL:	\$ 181,127	\$ 192,957	\$374,084

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

EXHIBIT B-1

# FY 2024 Extremely Low-Income Income Limits Summary 30% AMI

		Final Extre	mely Low	-Income L	evels.			
Area	1- person	2- person	3- person	4- person	5- person	6- person	7- person	8- person
West Palm Beach-Boca Raton, FL HUD Metro FMR Area	\$22,550	\$25,750	\$28,950	\$32,150	36,580	\$41,960	\$47,340	\$52,720

#### EXHIBIT G-1

#### Subaward Data<sup>1</sup>

(i)	Subrecipient Name	Adopt A Family
(ii)	Subrecipient Unique Entity Identifier:	HAN8GNGMCQ84
(iii)	Federal Award Identification Number (FAIN):	E-24-UC-12-0004
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/1/2023
(v)	Subaward Period of Performance Start Date:	10/1/2023
,	Subaward Period of Performance End Date:	9/30/2025
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$192,957.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$374,084.00
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$374,084.00
(ix)	Federal Award Project Description:	Emergency Solutions Grant - Rapid Rehousing
(x)	Name of Federal Awarding Agency:	HUD
(xi)	Name of Pass-Through Entity:	Division of Human Services
(xii)	Contact Information for Federal Awarding Official:	Margarita Meoz-Mendez, Community Planning and Development Representative Margarita.MeozMendez1@hud. gov 305-520-5013
(xiii)	Contact Information for Palm Beach County Authorizing Official:	Jonathan B. Brown, Director of Housing and Economic Development jbrown2@pbc.gov 561-233-5160
(xiv)	Contact Information for Palm Beach County Project Director:	Wendy Tippett, Director of Human Services and Community Action wtippett@pbc.gov 561-355-4772
(xv)	CFDA Number and Name	Emergency Solutions Grant Program, 14.231

#### EXHIBIT G-1

(xvi)	Identification of Whether Subaward is R&D:	No
(xvii)	Indirect Cost Rate for [CAA] Federal Award:	N/A

<sup>&</sup>lt;sup>1</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

#### EXHIBIT P

# NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I. the undersigned, am an officer or representative of <u>Adopt-A-Family of the Palm Beaches, Inc.</u> (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Mach Catal	Matthew Constantine
(signature of officer or representative)	(printed name of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by means this, 18 day of 4000	of D physical presence or online notarization  2024 by Watthew Constantine
Personally known A OR produced identifica	tion □.
Type of identification produced	*
NOTARY PUBLIC My Commission Expires:	William Pallete Da Angalia
State of Florida at large	Belidy De Angelis Comm.:HH 222387 Expires: March 28, 2026

Notary Public - State of Florida

(Notary Seal)



#### Palm Beach County **Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000994	Adopt-A-Family Of The Palm Beaches		Compliant					002-02	Emergency Shelter Grant - CARES
		Ap , X	Century Surety Company	CSU098682600	12/7/2023	12/7/2024	Excess Liability		
		Ap,X	Century Surety Company	CSP098682600	12/7/2023	12/7/2024	General Liability		
		Ap , X	Century Surety Company	CSP098682600	12/7/2023	12/7/2024	Professional Liability		
		Ar , VIII	American Liberty Insurance	cswc501192023	12/22/2023	12/22/2024	Workers Comp		

Risk Profile :

Standard - Professional Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:

### BUDGET AVAILABILITY STATEMENT

REQUEST DATE:	REQUESTED BY: Julie Dowe	PHONE: 561-355-9922	
PROJECT TITLE: Emerger	cy Solutions Grant		
ORIGINAL CONTRACT	AMOUNT: N/A	PCC PESOI LITIONIA, NO	
REQUESTED AMOUNT:	\$508,238	BCC RESOLUTION#: n/a	
CSA or CHANGE ORDER	R NUMBER: n/a	DATE: n/a	
LOCATION: Community	Services		
BUILDING NUMBER: 81	0 Datura Street		
DESCRIPTION OF WORL	K/SERVICE LOCATION:		
PROJECT/W.O. NUMBER	R: n/a		
CONSULTANT/CONTRA	ACTOR:		
The second of th		E OF SERVICES TO BE PROVIDED BY THE essness, or who are at risk of homelessness, including those fleeing domestic	; viol
STAFF COSTS* EQUIP. / SUPPLII CONTINGENCY TOTAL	SERVICES \$508,238 \$ ES \$ \$ \$508,238		
	DEPT: 143 UNIT: 1435	more than one and order in which funds are to be used): OBJ: 8201	
PORTE HOL D	Dist. 1435	OD4.000 i	
Ad Valorem (Amount \$  State (source/type: Grant (source/type: Other (source/type:		F: (check and provide detail for all that apply)  frastructure Sales Tax (Amount \$)  ederal (source/type: ESG Amount \$ 508.238.00 )  mpact Fees: (Amount \$)	
Department: Department of	Housing and Economic Developmen		
BAS APPROVED BY: _	My Hower	DATE 8-24-24	
ENCUMBRANCE NUME	BER:		
	-		