Agenda Item #: 5

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

Meeting Date: De	cember 5, 2006	() Consent () Ordinance	(X) Regular ()Public Hearing
Department Submitted By: Submitted For:	Community Service Division of Hum		

## I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to approve:

A) a waiver of the Purchasing Code requirements for competitive selection as professional and consulting services; and

B) a Contract for Consulting/Professional Services for homeless program planning with Langton Associates in the amount of \$88,000; and

C) a Budget Transfer of \$44,000 from unallocated Financially Assisted Agency funds to establish budget for year one of the two-year contract.

Summary: This contract with Langton Associates is for consulting services to develop a Homeless and Housing Strategic plan to address homelessness and attainable housing. The need for this plan is the result of a 2002 Federal mandate requiring communities to develop a 10-year plan to end homelessness. Langton Associates has 11 years of experience related to homeless issues in Palm Beach County. They have specific expertise in homeless service planning which justifies the waiver of the competitive selection process. In the first year, Langton Associates will conduct a comprehensive analysis of homelessness and related housing issues, assist with organization of a new homelessness advisory board, and provide a briefing to the BCC in a workshop setting. In the second year, a formal written 10-year strategic plan will be presented to the BCC for review and approval. Section 2-54(h) of the Purchasing Code allows for the waiver of competitive selection for professional and consultant services upon recommendation of the County Administrator. Funding for this contract will come from Countywide Community Revitalization Team (CCRT) and FAA. (Human Services) Countywide (TKF)

Background and Justification: In January 2006, at the request of homeless service providers and funders, the Division of Human Services began serving as the lead entity for the Palm Beach County Homeless Continuum of Care. This role includes oversight of federal and state grant funding and the development of a strategic plan to end homelessness. The Continuum of Care is the planning and evaluation body for the homeless service delivery system and is a requirement of Housing and Urban Development (HUD). In order to meet this HUD requirement, the Division began the process of developing the strategic plan with the assistance of Langton Associates. To date, two community-wide planning sessions have been facilitated in addition to strategy planning meetings with staff. The Division requested the assistance of Langton Associates in this process due to their 11 years of experience and knowledge of homeless issues in Palm Beach County as well as two other metropolitan Florida counties. Moreover, Langton Associates have served as facilitator and grant coordinator for the past five years for the Palm Beach County Continuum of Care.

#### Attachments:

- 1. Contract for Consulting/Professional Services with Langton Associates
- 2. Budget Transfer

2000 **Recommended By:** Department Director Date 12-4-06 **Approved By:** Date Assistant County Administrator

## **II. FISCAL IMPACT ANALYSIS**

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

Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT # ADDITIONAL FTE	* <u></u>	<u>44,000</u>	44,000		
POSITIONS (Cumulative)					
Is Item Included in Current Budget Account No :	•	Yes _	]	No X	-
Dudget Account No :	Fund Program Co	Dept de	Unit _	Obj _ am Period:	

- Recommended Sources of Funds/Summary of Fiscal Impact: \$44,000 funded from Community Revitalization and 3900/366/XI38/3401 \$44,000 funded from FAA Approved by board on 11/21/06 Β.

Departmental Fiscal Review:

## III. REVIEW COMMENTS

Α. OFMB Fiscal and/or Contract Administration Comments:

Legal Sufficiency:

0/06 or the 1/20/01 Contract Administration

This Contract complies with our contract review requirements.

C. Other Department Review:

Б.

**Department Director** 

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

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, 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 Langton Associates, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-2247694.

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

#### ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of developing a Homeless and Housing Ten Year Strategic Plan to address homelessness and affordable, attainable housing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Claudia Tuck, Director, Division of Human Services, telephone no. (561) 355-4775.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Michael Langton, President, telephone no. (904) 598-1368.

#### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2006 and complete all services by September 30, 2008.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Eighty-eight Thousand Dollars (\$88,000.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Services rendered within each billing period shall be described along with the estimated percentage of completion of the project scope for each project phase, in monthly reports submitted

with each invoice. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. No out-of-pocket expenses will be reimbursed under this contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-innegotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT 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 well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. <u>Commercial General Liability</u> CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, nonowned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- D. <u>Additional Insured</u> CONSULTANT shall 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." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

E. <u>Waiver of Subrogation</u> CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

F. <u>Certificate(s) of Insurance</u> Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County c/o Division of Human Services 810 Datura Street Suite 350 West Palm Beach, Fl 33401

- G. Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. <u>**Right to Review**</u> COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold 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 and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict The COUNTY agrees to notify the of interest if entered into by the CONSULTANT. CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to,

acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### ARTICLE 16 - ARREARS

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

# **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### ARTICLE 22 - AUTHORITY TO PRACTICE

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

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Claudia Tuck, Director Division of Human Services 810 Datura Street, Suite 350 West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, Florida 33401 If sent to the CONSULTANT, notices shall be addressed to:

Michael Langton, President Langton Associates 118 West Adams Street Suite 700 Jacksonville, FL 32202

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

# **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

# **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

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

**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 CONSULTANT has hereunto set its hand the day and year above written.

## ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER COMMISSIONERS:

PALM BEACH COUNTY BOARD OF COUNTY

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

**Deputy Clerk** 

WITNESS: Signatur

or prin

onature

HRISTINA M. KING Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By **County Attorney** APPROVED, **AS TO TER** AND CONF By

**Department** Director

By: \_\_\_\_\_\_\_ ADDIE L. GREENE Tony Masilotti CHAIRPERSON

**CONSULTANT:** 

Langton Associates **Company** Name

Sign/atur

Michael Langton Typed Name

> President Title

> > (corp. seal)



#### SCOPE OF WORK RE: Homeless and Housing Strategic Plan Initiative

Founded in 1981, *Langton Associates* has extensive experience in providing grant writing; grant administration and intergovernmental relations for city and county governments and for non-profit organizations. Most importantly, *Langton Associates* is a full service consulting firm that teams with the client to develop successful relationships that translate into tangible results.

Examples of Special Projects completed by Langton Associates are as follows:

- **Public Participation/Community Outreach/Consensus Building,** such as the State House Initiatives Program, the Community Development Block Grant program (both Entitlement and Small Cities) Homeless Continuum of Care, HOPE 6 Program, and the Federal Empowerment Zone/Enterprise Community program;
- New Program Implementation and Project Start-Up, such as State Housing Initiatives Partnership, Welfare to Work Competitive Grants, and Community Health Center New Start projects;
- Feasibility Studies, such as whether a community can benefit by instituting a Community Redevelopment Agency or Downtown Development Agency;
- **Project-Specific Funding Plans,** such as planning for the development of a community park using various funding sources and land acquisition for environmentally-sensitive lands;
- Affordable Housing Studies, including HUD Consolidated Plans and SHIP Housing Assistance Plans;
- Design of a Comprehensive Intergovernmental Information System, enabling a local government to best utilize existing resources while increasing the likelihood of securing funding from external sources.

Over the last few years, *Langton Associates* has worked with the Palm Beach County Division of Human Services, the Homeless Coalition and the Continuum of Care to prepare and submit the HUD SuperNOFA Homeless Grant. Each year, the team has made modifications to the organizational structure in order to function more efficiently with the ultimate goal of better serving the homeless and housing needs of Palm Beach County.

The primary goal of the homeless and housing stakeholders is to finalize a Strategic Plan that outlines a functional plan of action towards a goal of ending homelessness.

## Homeless and Housing Strategic Plan Initiative Timeline

# TASK

DATE

#### PHASE 1:

1. Organize Homeless and Housing Planning Board

- October 2006 to January 2007
- a. Contact potential representatives to serve on the Planning Board
- b. Select Planning Board Members
- c. Conduct Planning Board Welcome Meeting
- 2. Develop a Homeless and Housing Strategic Plan
  - October 2006 to May 2007
  - a. Strategic Plan Workshop 1 October 2006
  - b. Strategic Plan Workshop 2 January 2007
    - i. Face of Homelessness Workshop Board of County Commissioners January 2007
  - c. Strategic Plan Workshop 3 March 2007
  - d. Strategic Plan Workshop 4 May 2007
- 3. Strategic Plan Workshop -- Board of County Commissioners June 2007

#### PHASE 2:

4. Implement Strategic Plan

October 2007 to May 2008

- a. Strategic Plan Workshop 5 October 2007
- b. Strategic Plan Workshop 6 November 2007
- c. Strategic Plan Workshop 7 January 2008
- d. Strategic Plan Workshop 8 March 2008
- 5. Strategic Plan Update Workshop Board of County Commissioners May 2008

#### Long Term Deliverables:

- 1. Functional Homeless and Housing Planning Board
- 2. Homeless and Housing Strategic Plan

Palm Beach County's Homeless and Housing Strategic Plan Initiative is envisioned as a Two Phase process which is anticipated to take approximately two years to complete. Langton Associates is prepared to work with the Palm Beach County Division of Human Services and the Homeless and Housing Alliance (formerly the Palm Beach County Continuum of Care) to produce the Homeless and Housing Strategic Plan.

#### PHASE 1:

## 1. Organize and Implement a functional Homeless and Housing Planning Board

- a. Langton Associates, in conjunction with the Homeless and Housing Alliance, identify a proactive team of high-powered individuals such as the following community stakeholders October 2006 to January 2007:
  - i. Elected Officials
  - ii. Corporate Sponsors
  - iii. Real Estate Developers
  - iv. Community Development Leaders (Private)
    - 1. Mortgage Companies and Banks
    - 2. Home Builders Associations
  - v. Community Development Leaders (Public)
    - 1. Housing and Community Development
    - 2. Housing Partnerships
- b. Select Planning Board Members
- c. Conduct Planning Board Welcome Meeting

#### 2. Develop and Implement a Homeless and Housing Strategic Plan

a. *Draft/Develop Strategic Plan* will include four (4) planning workshops to develop a top-level strategic plan which can then be translated into a yearly operating plan that will be more easily implemented and updated by the stakeholders:

- 1. Meeting 1 -- Strategic Plan Workshop -- October 2006
  - a. Recap Strategic Plan Workshop I and II
    - i. Provide Strategic Plan Update
      - ii. Discuss System Gap Analysis
  - b. Outline Plan for the Future
    - i. Present Phase I Timeline
      - ii. Discuss Goals and Objectives of Workshops

Deliverable: Langton Associates will produce a summary of meeting discussions and will provide a Strategic Plan draft outline immediately following Meeting 1.

2. Meeting 2 -- Strategic Plan Workshop -- January 2007

a. Review and discuss Strategic Plan draft

b. Update and edit draft

Deliverable: Langton Associates will produce a summary of meeting discussions and will provide an updated Strategic Plan draft immediately following Meeting 2.

Conduct a Face of Homelessness Workshop – Board of County Commissioners – January 2007

3. Meeting 3 -- Strategic Plan Workshop – March 2007

a. Review and discuss Strategic Plan draft

b. Update and edit draft

Deliverable: Langton Associates will produce a summary of meeting discussions and will provide an updated Strategic Plan draft immediately following Meeting 3.

4. Meeting 4 -- Strategic Plan Workshop -- May 2007

a. Review and discuss Strategic Plan draft

b. Update and edit draft

Deliverable: Langton Associates will produce a summary of meeting discussions and will provide an updated Strategic Plan draft immediately following Meeting 4.

Upon completion of Meeting 4, all Strategic Plan working group members (Homeless and Housing Alliance) will be requested to provide final updates and edits to Langton Associates for the final drafting of the Strategic Plan. Langton Associates will then present the Strategic Plan final draft to the Homeless and Housing Alliance in June 2007. If approved, the Homeless and Housing Alliance will adopt the Strategic Plan.

#### Present the Strategic Plan to the Board of County Commissioners. – June 2007

No matter how serious organizations are about strategic planning, they usually have strong concerns about being able to find time to attend frequent meetings. This concern can be addressed by ensuring meetings are well managed, having short meetings as needed rather than having fewer but longer meetings, and having realistic expectations from the planning project.

#### PHASE 2:

b. *Implement Strategic Plan* will include four (4) workshops. Langton Associates will work with the newly formed Homeless and Housing Planning Board to ensure that the Homeless and Housing Alliance action plan is serving the needs of its membership:

- 5. Meeting 1 -- Implementation Workshop -- October 2007
  - a. Review and discuss Implementation Plan
    - i. Staffing/Homeless and Housing Alliance
      - ii. Funding
  - b. Outline Evaluation Methodology
    - i. Performance
    - ii. Edits and Updates

Deliverable: Langton Associates will produce a summary of meeting discussions and will produce Strategic Plan updates immediately following Meeting 5.

6. Meeting 2 -- Implementation Plan Workshop -- November 2007

- a. Review Implementation Plan
- b. Submit and report action item updates

Deliverable: Langton Associates will produce a summary of meeting discussions and will produce Strategic Plan updates immediately following Meeting 6.

7. Meeting 3 -- Implementation Plan Workshop -- January 2008

- a. Review Implementation Plan
- b. Submit and report action item updates
- c. Conduct Evaluation

Deliverable: Langton Associates will produce a summary of meeting discussions and will produce Strategic Plan updates immediately following Meeting 7.

- 8. Meeting 4 Implementation Plan Workshop -- March 2008
  - a. Review and discuss Implementation Plan
  - b. Report on Implementation Plan Evaluation

Deliverable: Langton Associates will produce a summary of meeting discussions and will produce Strategic Plan updates immediately following Meeting 8.

Upon completion of Meeting 8, all Strategic Plan working group members (Homeless and Housing Alliance) will be requested to provide final updates and edits to Langton Associates for the final updating of the Strategic Plan. Langton Associates will then produce and submit the Final Strategic Plan to the Homeless and Housing Planning Body.

Present the updated Strategic Plan to the Board of County Commissioners - May 2008

# FEES:

Langton Associates proposes to perform the above tasks for a total fee of \$88,000.

Phase I: \$44,000 which includes all consulting fees Phase II: \$44,000 which includes all consulting fees

## EXHIBIT "B"

## SCHEDULE OF PAYMENTS

Payments during the term of the contract shall be made to the CONSULTANT on a monthly basis upon submission by the CONSULTANT an appropriate invoice and monthly activity report. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Month	Payment	<b>Total Cost to Date</b>
10/2006	3,666.67	3,666.67
11/2006	3,666.67	7333.34
12/2006	3,666.67	11,000.01
01/2007	3,666.67	14,666.68
02/2007	3,666.67	18,333.35
03/2007	3,666.67	22,000.02
04/2007	3,666.67	25,666.69
05/2007	3,666.67	29,333.36
06/2007	3,666.67	33,000.03
07/2007	3,666.67	36,666.70
08/2007	3,666.67	40,333.37
09/2007	3,666.67	44,000.04
10/2007	3,666.67	47,666.71
11/2007	3,666.67	51,333.38
12/2007	3,666.67	55,000.05
01/2008	3,666.67	58,666.72
02/2008	3,666.66	62,333.38
03/2008	3,666.66	66,000.04
04/2008	3,666.66	69,666.70
05/2008	3,666.66	73,333.36
06/2008	3,666.66	77,000.02
07/2008	3,666.66	80,666.68
08/2008	3,666.66	84,333.34
09/2008	3,666.66	88,000.00

#### **CERTIFICATE OF INSURANCE**

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A REAL PROPERTY.	L
E STARL MADE	
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This certifies that

STATE FARM FIRE AND CASUALTY COMPANY, Blocmington, Illinois STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois STATE FARM FIRE AND CASUALTY COMPANY, Winter Haven, Florida STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida STATE FARM LLOYDS, Daltas, Texas

insures the following policyholder for the coverages indicated below:

T OILCY PORTON	
Address of policyholder	118 W Adams 3t Ste 700 Jacksonville, FL 32202-3816
Location of operations Description of operations	

The policies listed below have been issued to the policyholder for the policy periods about. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of itability shown may have been reduced by any paid claims.

		POLICE	FERIOD			
POLICY NUMBER	TYPE OF INSUILANCE	Effective Date	Expiration Data	(at beginning	of policy period)	
98-NW-9034-8 B	Comprehensive Business Liability	11/12/05	11/12/06		BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:	Products - Completed C Contractual Lisibility Personal injury	<b>Operations</b>		Elach Occurrence	\$1,000,000	
	Advertising Injury			General Aggregate	\$ 2,000,000	
		· · · · · · · · · · · · · · · · · · ·	• ·	Findunts - Completed Operations Aggregate		
	EXCESS LIABILITY		PERIOD Expiration Date	(Combined	) PROPERTY DAMAGE Single Limit)	
	Umbreliat Other			Each Occurrence Aggragate	\$	
· · · · · · · · · · · · · · · · · · ·			PERIOD Expiration Data	Part I - Workers Comp		
	Workers' Comparisation and Employers Lability			Part II - Employers Lia Each Accident Disasas - Each Emp Disasase - Policy Lin	\$ ployee \$ nit \$	
POLICY NUMBER	TYPE OF INSUIRANCE		PERIOD Expiration Date		F LIABILITY of policy period)	
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THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

Additional Insured

Palm Beach County Board of County Commissioners 301 N Olive Ave West Palm Beach, FL 33401

(	If any of the described policies are cand their expiration date. State Farm will try writign notice to the cartificate holder 30 care elabion. If however, we fail to mail no oblightly, or liability will be imposed Faile for its agents or representatives.	to mail a ) days before such notice, on State
	Stori ture of Authorized Representative Office Rep	01/12/06
	Tithi Nell Nelson	Date
	Ager 1 Name Telephone Number 904-771+2066	

558-994 a.5 Rev. 11-08-2004 Printed in U.S.A.

Neil Nelson
AFO Jacksonville
A1000770

Agenti Code: Stamp Agenti Code: 6023 AFD Code: 349

> 59.6023 F349



# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAY'S PRICE WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE EN VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that 🛛 STATE FARM MUTUAL AUTOMOBILE INSURANCE LOMPANY of Bloomington, Illinois

STATE FARM FIRE AND CASUALTY COMPANY of Elecomington, Illinois STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas

STATE FARM INDEMNITY COMPANY of Bloomington Illinois, or

STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown balaw:

NAMED INSURED: Langton Associates Inc

ADDRESS OF NAMED INSURED: 118 W Adams St Ste 700 Jacksonville, W. 32202-3816									
POLICY NUMBER	492 9683								
EFFECTIVE DATE OF POLICY	12/10/200	)5					and a start gang dan gant die an		
DESCRIPTION OF VEHICLE (Including VIN)	00 Toyota 4T1Br28B0			-					
LIABILITY COVERAGE	X YES	[] NO	YES	NO	T YES		T YES		
LIMITS OF LIABILITY a. Bodily Injury									
Each Person									
Each Accident									
b. Property Damage Each Accident		******							
c. Bodily Injury & Property Damage Single Limit Each Accident	1,000,000	)							
PHYSICAL DAMAGE COVERAGES a. Comprehensive	<b>X</b> YES \$ 0		YES		S YES		T YES	Deductible	
b. Collision	<b>X YES</b> \$ 100	Deductible	YES \$	Deductible	T YES	Deductible	YES S	Deductible	
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE			YES			D NO			
HIRED CAR LIABILITY COVERAGE	T YES		T YES			D NO	T YES		
FLEET - COVERAGE FOR ALL-GXINED AND LICENSED MOTOR VEHICLES	VES		[] YES				T YES		
Demas	Ver	vim)	Office	e Rep		)23		2/2006	
Signature of Authorized Repre			TIN	-		gent's Code Nu	mber D	<b>ah</b>	
Additional Insured	lame and Address of Certificate Holder Name and Address of Agent								

NEIL W. INELSON STATE FARM INST RANCE 6650 TIMUQUINA DAD JACKSONVILLE, F. 32210 Falm Beach County Board of County Commissioners 301 N Olive Ave West Palm Boach, FL 33401

INTERNAL STATE FARM USE ONLY: 122429.3 Rev. 07-25-2005

Request permanent Certificate of Insurance for liability is verage. Request Certificate Holder to be added as an Additional Insured.

07 - 0275

#### **BOARD OF COUNTY COMMISSIONERS** PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1

BGEX-112806 \* 555

#### FUND (0001) - GENERAL

Use this form to provide budget for items not anticipated in the budget.

Use this form to provide budget for items not anticipated in the bad	ORIGINAL	CURRENT			ADJUSTED	EXPENDED/ ENCUMBERED	REMAINING
ACCT.NUMBER ACCOUNT NAME	BUDGET	BUDGET	INCREASE	DECREASE	BUDGET	AS OF 11/16/06	BALANCE
<b>EXPENDITURE</b> 740 2000 8201 Contributions - Non-governmental Agen 740 1016 3401 Other Contractual Services	13,374,836 0	13,374,836 0	44,000	<b>44,000</b> 0	13,331,836 	- 0	13,331,836 ЦЦ, в <del>о</del> б
Total Expenditures			44,000	44,000			

By Board of County Commissioners Date Signatures BUD\_BLNK.xl At Meeting of COMMUNITY SERVICES 11-20-2000 100 INITIATING DEPARTMENT/DIVISION Edward L. Rich ittle bloese 1129/06 Deputy Clerk to the Administration/Budget Department Approval **OFMB Department - Posted** 

**Board of County Commissioners** 



# MEMORANDUM

County Administration Office of Community Revitalization

> 2300 North Jog Road, 2-Bast West Palm Beach, FL 33411-2741 (561) 233-5311 FAX: (561) 233-5365

> > www.pbcgov.com/ocr

Paim Beach County Board of County Commissioners

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty Burt Aaronson

#### County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"



OCT-03-2006 09:41

Edward L. Rich, Director Community Services

- FROM: Edward W. Lowery, J.D., Manager Office of Community Revitalization

DATE: September 26, 2006

TO:

RE: Homeless and Housing Strategic Plan Initiative

I am in receipt of your letter dated September 12, 2006, seeking financial assistance for the Homeless and Housing Strategic Plan Initiative.

Please be advised that the Office of Community Revitalization (OCR) staff has reviewed your request and will recommend to the Board of County Commissioners a total of \$45,000 in funding for this initiative. We are planning to bring this item to the Board in November as part of our budget process for fiscal year 2006-2007.

We commend you for your efforts to help address homeless and housing issues that affect all in Palm Beach County. If you need further assistance or would like to discuss the content of this memorandum in greater detail, you may contact me directly at (561) 233-5303 or Ruth Moguillansky-De Rose, Principal Planner, at 233-5376. Thank you.

wh LU ANK

Edward W. Lowery, J.D., Manager Office of Community Revigalization

CC:

Verdenia C. Baker, Deputy)County Administrator Ruth Moguillansky-De Rose, Principal Planner

Ref: R:\ADMIN\Letters\Ed Rich 9-26-2006.doc

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