

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

[illegible]

Department

Submitted By: Community Services

Submitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Contracts resulting from Homeless Prevention Fund, Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA):

- A) Adopt-A-Family of the Palm Beaches, Inc. for the period October 1, 2009, through September 30, 2012, in an amount not to exceed \$1,826,200 to provide Rapid Re-Housing services, and
- B) 211 Palm Beach Treasure Coast, Inc. for the period of September 1, 2009, through September 30, 2012, in an amount not to exceed \$56,477, for record keeping and reporting services.

Summary: On May 5, 2009, (R2009-0799), the Board of County Commissioners delegated authority to the County Administrator or his designee to sign sub-grantee agreements related to Homeless Prevention Rapid Re-housing Program (HPRP) as a result of ARRA funds. Palm Beach County was allocated \$2,823,871 in HPRP funding under the Federal Stimulus Plan. HPRP funds homeless prevention services, rapid re-housing services, data collection and evaluation and administrative cost. Adopt-A-Family, Family Empowerment Coalition and The Lord's Place will coordinate rapid re-housing through a housing relocation and stabilization component. The Division of Human Services will coordinate the homeless prevention component and 211 Palm Beach Treasure Coast will coordinate HPRP's record keeping and reporting through HUD's Homeless Management Information System (HMIS) software. In order to meet HUD's stringent deadlines, the County Administrator or his designee signed all related contracts and documents. **These are Federal funds that require no local match.** (Human Services) Countywide (TKF)

Background and Justification: ARRA, signed by the President of the United States on February 17, 2009, was intended to provide a stimulus to the U.S. economy in the wake of the current economic downturn. A component of the ARRA is the HPRP which designated \$1.5 billion for communities to provide financial assistance and services to either prevent homelessness or help those who are experiencing homelessness to quickly be re-housed and stabilized. To receive HPRP services, households must be at or below 50% of the area median income and either homeless or at risk of being homeless. Also, anyone served must be provided an initial assessment as well as ongoing case management to assess their need for assistance and monitor their ongoing progress towards housing stability. The amount of funding Palm Beach County received was determined based on the Emergency Shelter Grant formula. On May 5, 2009, the BCC approved the Department of Community Services to administer the HPRP program; the Division of Human Services through direct services as well as contracted services will ensure compliance with all HPRP regulations.

Attachments:

1. Contract with Adopt-A-Family, Inc.
2. Contract with 211 Palm Beach Treasure Coast, Inc.
3. Budget Availability Statement

Recommended By:

Department Director

10/21/09
Date

Approved By:

Assistant County Administrator

11/2/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____
Operating Costs	_____	<u>665,210</u>	<u>608,733</u>	<u>608,734</u>
External Revenue	_____	<u>(665,210)</u>	<u>(608,733)</u>	<u>(608,734)</u>
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____

Is Item Included In Current Budget: Yes X No _____
Budget Account No.: Fund 1110 Dept. 143 Unit 1424 Obj. 8201
Program Code various Program Period: GY08

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

Adopt-A-Family: 1110-143-1424-8201-HP11-GY08 (\$1,826,200)
211 Palm Beach Treasure Coast: 1110-143-1424-8201-HP13-GY08 (\$56,477)

Departmental Fiscal Review: Tauna Malhotra
10/21

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No Fiscal impact.

NO SC 10/2/09
OFMB WA 10/26/09 CN 10/23/09

Jim J. Anderson 11/16/09
Contract Administration

B. Legal Sufficiency:

[Signature] 10/2/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2009, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and 211 Palm Beach Treasure Coast, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 23-7153017 Whereas the AGENCY has proposed providing certain services; and

Whereas AGENCY has agreed to provide services in support of the Palm Beach County Continuum of Care and the Homeless Prevention Rapid Re-Housing Programs; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services in set forth in the Scope of Work detailed in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit B. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on September 1, 2009 and complete services on September 30, 2012.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **Fifty Six Thousand Four Hundred and Seventy Seven Dollars (\$56,477)**. The AGENCY shall bill the COUNTY on a monthly basis. Payment shall be on a unit of service basis as described in Exhibit B, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit B. All requests for payments of this Contract shall include the following:

an original cover memo on AGENCY letterhead signed by the Chief Executive Officer (Exhibit D) and the Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than the 10th of each month with the final request submitted no later than 15 days following the end of the contract. All expenditures must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009. Any amounts not submitted by October 15, 2012 shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated and received for its purpose by the Board of County Commissioners of Palm Beach County through Title XII American Recovery and Investment Act of 2009.

ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds. A minimum of 60% of the funds must be expended by the end of year two as determined by Title XII of the American Recovery and Reinvestment Act Of 2009.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures.

In the event that funds become available, the AGENCY may be eligible for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 – INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any

manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY 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, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the 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. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Community Services Department
Division of Human Services
810 Datura Street
West Palm Beach, FL 33401**

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorney=s fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY 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.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY 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 under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY 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, sexual orientation, gender identity and expression.

ARTICLE 10 - 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 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least annually and possibly semi-annually. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.

- F. Submit HPRP Quarterly Performance Report for each program as well as Quarterly Performance Measures Report, within 5 days of the end of each calendar quarter (i.e. January 5, April 5, July 5 and October 05) and an HPRP Annual Performance Report within 30 days after the end of the federal fiscal year that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted to the DEPARTMENT by completing Exhibit E and HPRPR Quarterly Performance Report Data Elements Section 6 as per, <http://www.hudhre.info/documents/HPRPDataElements.pdf>. All activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.
- G. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. 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 AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.

- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Georgiana Devine, Program & Contract Manager
Palm Beach County
810 Datura Street, Suite 350
West Palm Beach, Florida 33401**

- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 13 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 14 - PUBLIC ENTITY CRIME

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

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY 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 AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 16 - 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 AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY 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 AGENCY 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 Small Business Enterprise (SBE) participation of 15% on all County solicitations.

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

The AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 18 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY 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 AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) 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 AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY 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 AGENCY 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 terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

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

and if sent to 211 Palm Beach/Treasure Coast shall be mailed to:

Susan Buza, Executive Director
P.O. Box 3588
Lantana, Florida 33465-3588

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed as per Title XII American Recovery and Investment Act of 2009 and that the COUNTY expects performance by the AGENCY in accordance with this regulation.

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

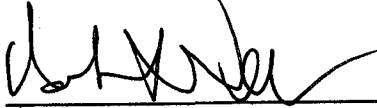
ATTEST:

Sharon R. Bock, Clerk & Comptroller


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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY:  _____
Robert Weisman, County Administrator

WITNESS:

 _____
Signature

Christopher Harris.
Name Typed

23-7153017
AGENCY's Federal ID Number

AGENCY:


211 Palm Beach/Treasure Coast, Inc.
AGENCY's Name Typed

BY:  _____
Signature

Susan Buza
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

 _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

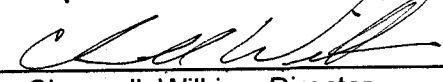
By:  _____
Channell Wilkins, Director
Community Services

EXHIBIT A
SCOPE OF WORK
CONTRACT FOR HOMELESS PREVENTION RAPID RE-HOUSING

Rapid Re-Housing

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of Homeless Prevention Rapid Re-Housing services in all of Palm Beach County. All activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

Deliverables:

Deliverable 1: 100% of the HMIS users supporting HPRP services will be trained on HPRP system input.

Demonstration: At the time of on-site program monitoring, documentation of training logs will be available for review and a list of users trained will be submitted with the Report of Quarterly Measurable Outcomes Report

Deliverable 2: 100% of the quarterly HMIS generated completion reports will contain zero value for missing data elements as verification for data integrity.

Demonstrate: At the time of on-site program monitoring, copies of monthly completion reports will be available for review and quarterly completion report will be submitted with the Report of Quarterly Measurable Outcomes Report

Deliverable 3: 100% of the HMIS HPRP required reports as per Title XII American Recovery and Investment Act of 2009 will be submitted to HUD by deadline.

Demonstration: Copies of quarterly HMIS HPRP reports will be submitted with Quarterly Measurable Outcomes Report

EXHIBIT B

Agency: 211 Palm Beach/Treasure Coast

Definition of a Unit of Service For Data Collection and Evaluation	Number of Units of Service	Cost Per Unit of Service
A Homeless Prevention Rapid Re-Housing Data Collection and Evaluation unit of service is defined as: data analysis, development of reports, training, licensing, technical assistance, and data integrity monitoring	848.30	\$43.00
Mobilization- initial implementation of Rapid Re-Housing Program to include software and hardware, connectivity, entry and analysis and technical assistance	1	\$20,000

Data Collection and Evaluation Maximum Amount Authorized \$ 36,477

Mobilization Maximum Amount Authorized	\$20,000
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HPRP Data Collection and Evaluation Total **\$ 56,477**

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by 211 Palm Beach/Treasure Coast directly in connection with performance of its duties and Scope of Work pursuant to this Contract. 211 will sustain the program for the three year period regardless of the rate of expenditure of above funds. Activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

Exhibit C

Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services 2009 - 2012

Reimbursement Month and Year: _____

Agency Name:

Contract Year:

Service Dates:

Program/Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	Total
Data Collection and Evaluation									
Mobilization									
TOTAL									

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract.

Authorized Signature

Date

Exhibit D

Date_____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

I hereby certify that by personal examination of the records of this Provider that these expenses, as supported by the attached statements, were made on behalf of this provider for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document

_____.

QUARTERLY PERFORMANCE MEASURES REPORT

PROGRAM _____

QUARTER _____

PERFORMANCE MEASURES	TARGET (25% per quarter)	PERCENT ACHIEVED	STATUS
100% of the HPRP Users will be trained			
100% of the completion reports will contain zero value for missing data elements			
100% of the HPRP HMIS Reports were completed and filed with HUD			

Completed by _____

Date _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/10/2009	
PRODUCER Wells Fargo Insurance Services Southeast 2054 Vista Parkway, Suite 400 West Palm Beach FL 33411-2718 (561) 655-5500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 211 Palm Beach/Treasure Coast, Inc. 415 Gator Drive P.O. Box 3588 Lantana FL 33465			
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Auto-Owners Insurance Company	18988
		INSURER B: Twin City Fire Insurance Compa	29459
		INSURER C: Star Insurance Company	18023
		INSURER D: Admiral Insurance Company	24856
		INSURER E: Auto-Owners Insurance Company	18988

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
E	GENERAL LIABILITY	7270157509	3/31/2009	3/31/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	7270157508	3/31/2009	3/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0252662	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Professional Liab.	EO00000704901	3/31/2009	3/31/2010	\$1,000,000. Per Claim
D	Dir. & Off./EPLI	OA1001113	8/12/2009	8/12/2010	\$3,000,000. Aggregate
					\$2,000,000. Limit of Liability each coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as Additional Insured only with respect to General Liability arising from negligence by the named insured Subject: FY2006-2007 Contract with Palm Beach County.

CERTIFICATE HOLDER	CANCELLATION
Carol Shaffer, LCSW Contract/ Grants Div. of Human 810 Datura Street, Ste 350 West Palm Beach FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>B. Austin</i>

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/21/2009

REQUESTED BY: Taruna Malhotra
Fiscal Manager/Community Services

PHONE: 355-4716

FAX: 656-7305

PROJECT TITLE: Homeless Prevention Rapid
Re-Housing Program (HPRP)

PROJECT NO.: 211 Palm Beach Treasure
Coast & Adopt A Family of
the Palm Beaches

ORIGINAL CONTRACT AMOUNT: n/a

BCC RESOLUTION NO.: n/a

REQUESTED AMOUNT: \$1,882,677

DATE: n/a

CSA OR CHANGE ORDER NUMBER: n/a

CONSULTANT/CONTRACTOR: Community Services

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: On May 5, 2009, the BCC approved the Department of Community
Services to administer the HPRP program. 211 will coordinate record keeping and reporting through HUD's
Homeless Management Information System and Adopt-A-Family will coordinate rapid re-housing.

CONSTRUCTION: \$-0-

PROFESSIONAL SERVICES: \$ 1,882,677

STAFF COSTS: \$-0-

EQUIP./SUPPLIES:

CONTINGENCY:

MISC.

TOTAL: \$1,882,677

BUDGET ACCOUNT NUMBER

FUND: 1110 DEPT: 143 UNIT: 1424 OBJ: 8201 PROG CODE: HP11/GY08 \$1,826,200
HP13/GY08 \$ 56,477

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
☐ Non-Ad Valorem (source/type: _____)
☒ Grant (source/type: HPRP - Federal Grant)
☐ Park Improvement Fund (source/type: _____)
☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
☐ _____ ☐ _____ ☐ _____

Department: Housing and Community Development

BAS APPROVED BY: 
Shairette Major for Edward W. Lowery

DATE: 10/21/09

ENCUMBRANCE NUMBER: