Agenda Item: 5B-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	•	_	_	Consent Ordinance		Regular Public Hearing
Department Submitted By:	Community Services					
Submitted For:	: Human Services Divi	isi	on	•		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) Grant award Letter from Quantum Foundation, Inc., for the period November 1, 2009, through November 1, 2010, in the amount of \$50,000; B) the County Administrator or his designee to sign a Memorandum of Agreement with the Governor's Council for Community Health Partnerships, Inc.; C) a one-year grant funded position; and D) a budget amendment in the amount of \$100,000 in the General Fund to reconcile the Human Services budget to the grant award contingent upon the match.

Summary: On December 2, 2009, the Quantum Foundation approved a \$50,000 grant to support a Human Services Planner II position, pay grade 34, to include salary, benefits, mileage and other personnel related costs. On November 10, 2009, the John D. and Catherine T. MacArthur Foundation awarded the Community Foundation for Palm Beach and Martin Counties funds in support of the implementation of the Ten-Year Plan to End Homelessness in Palm Beach County. These funds will be awarded to the Governor's Council for Community Health Partnerships, Inc. as the non-profit recipient, and will be given to the County under a Memorandum of Agreement, and includes \$50,000 in matching funds committed to the Planner II position. The total amount of \$100,000 is for a one-year period and is non-recurring. No County funds are required. (Human Services) Countywide (TKF)

Background and Justification: In June 2009, the Division of Human Services applied for funding to support a Homeless Advisory Board staff position to oversee the activities of the Homeless Advisory Board and implementation of the Palm Beach County Ten-Year Plan to End Homelessness. As of December 2006, the Homeless Advisory Board has served as liaison to the BCC in the development of a ten-year strategic plan to end homelessness and continues this role as the plan is implemented. The Board is accountable for tracking and reporting the progress in achieving the goals and objectives outlined in the strategic plan. A contract entity has provided staffing in support of the Homeless Advisory Board. To fully implement the Ten-Year Plan, a full-time staff person dedicated to this initiative is needed to support the Board.

Attachments:

- 1. Grant Award Letter for Homeless Advisory Board Staff Position
- 2. Budget Amendment
- 3. Position Description

Recommended by:	1/19/10
Department Director	Date
Approved By:	2/1/10
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	or riscai imp	act:			
Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures Operating Costs External Revenue Program Income (Count In-Kind Match (County)	58,333 (58,333) (y)	41,667 (41,667)			
NET FISCAL IMPACT	<u>-0-</u> [⊀]				
# ADDITIONAL FTS POSITIONS (Cumulative)1.0				
Is Item Included In Curre Budget Account No.: Prog	Fund	Dept	Unit ogram Period	No <u>X</u> Obj. <u></u>	
B. Recommended So * There is no fi	scal impa	ct on thi	s item.	-	
Departmental Fisca	al Review: 1	avuna h	Jalhotra	2010	
	III. <u>REV</u>	IEW COMME	NTS		
A. OFMB Fiscal and/	or Contract [Dev. and Con	trol Commen	its:	
Jam On OFMI	<u> 1.21.1</u>	010 VA 10	Contract De	July Journal Contr	1)28) /C ol
B. Legal Sufficiency:	}				
Assistant C	Sounty Attorn	9/10 ney			
C. Other Department	Review:				
Department	Director				
This summary is no	t to be used a	ıs a basis for _l	payment.		

1	0	_		

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

Page 1 of 1

BGEX - 140 - 122109*621 BGRV - 140 - 122109*169

FUND (0001) - GENERAL

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

AC	CT.NUMBI	ER ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/21/09	REMAINING BALANCE
F	REVENUE								
148	1311	6690 Other Contributions and Donations	0	0	100,000	0	100,000		
7	otal Reve	enue	999,824,019	1,000,215,970	100,000	O	1,000,315,970	от не под водинения	Billiand Billia (1970) 17 1 1970 II 77 100 II 78 100 100 100 100 100 100 100 100 100 10
Ε	EXPENDIT	URE							
148	1311	1201 Salaries and Wages - Regular	0	0	49,516	0	49,516		49,510
148	1311	2101 FICA - Taxes	0	0	3,070	0	3,070		3,07
148	1311	2105 FICA - Medicare	0	0	718	0	718		718
148	1311	2201 Retirement Contributions - FRS	0	0	5,372	0	5,372		5,37
148	1311	2301 insurance - Life & Health	0	0	9,100	0	9,100		9,10
148	1311	4001 Travel and Per Diem	0	0	8,000	0	8,000		8,000
148	1311	4007 Travel - Mileage	0	0	8,224	0	8,224		8,224
148	1311	5101 Office Supplies	0	0	3,500	0	3,500		3,500
148	1311	5111 Office Furniture & Equipment	0	0	11,000	0	11,000		11,000
148	1311	6401 Machinery & Equipment	0	0	1,500	0.	1,500		1,500
Т	otal Expe	enditures	999,824,019	1,000,215,970	100,000	0	1,000,315,970		100,000

BUD_BLNK.xl	Signatures	Date	By Board of County Commissioners
COMMUNITY SERVICES INITIATING DEPARTMENT/DIVISION Channell Wilkins	m Chulhi	1/19/10	At Meeting of
Administration/Budget Department Approval		/ /	Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners

BOARD OF TRUSTEES
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Paul Gionfriddo

President

December 2, 2009

Claudia Tuck
Palm Beach County Board of County Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401

ORIGINAL

Re: Grant Award Letter for Homeless Advisory Board Staff Position

ID: 3225621

Dear Ms. Tuck

Once again, congratulations on the approval of your request to the Quantum Foundation. As previously noted, this award is in the amount of \$50,000.00. The project has a start date of 11/01/09 and an end date of 11/01/10.

Before funding for this project can begin, please return one copy of this letter signed by an authorized officer of your organization. By signing and returning this letter, your organization agrees: (1) that the use of Quantum Foundation funds for the above referenced project is contingent on your acceptance of the Foundation's Conditions of Grant (see attached) and (2) your organization accepts the Foundation's standard Conditions of Grant and any applicable Special Conditions described therein.

We are pleased to be able to participate in this project and look forward to working with you toward achieving your objectives.

Starcy Amodio
Program Officer

Signature of Authorized Officer:

Title:

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President

CONDITIONS OF GRANT

Following are the conditions applying to grants made by The Quantum Foundation ("the Foundation"). You should read these conditions carefully prior to signing this form. Your signature on the Grant Award Letter constitutes your acceptance in full of all conditions contained herein. To induce the Foundation to make the grant requested hereby, the entity requesting support from the Foundation ("the grantee") accepts and agrees to comply with the following conditions in the event that such grant is awarded. As used throughout this form, the term "grant" shall include the income, if any, arising there from unless the context otherwise requires.

1. PURPOSE AND ADMINISTRATION.

The grant shall be used exclusively for the purposes specified in the grantee's proposal submitted on 07/02/09 and related documents, all as approved by the Foundation. The grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be disbursed to any organization or entity, whether or not formed by the grantee, other than as specifically set forth in the grantee's proposal submitted on 07/02/09.

2. USE OF GRANT FUNDS.

- A. Except for a general operating support grant, no part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation [within the meaning of Section 4945(d)(1) of the Internal Revenue Code].
- B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive [within the meaning of Section 4945(d)(2) of the Internal Revenue Code].
- C. No part of the grant shall be used to provide a grant to an individual for travel, study, or similar purpose without complying with the requirements of Section 4945(g) of the Internal Revenue Code as if the grant were made by the Foundation and without prior written approval of the Foundation. Payments of salaries, other compensation, or expense reimbursement to employee of the grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions.
- D. No part of the grant shall be used for a grant to another organization without complying with the requirements of Section 4945(d)(4), and, if applicable, Section 4945(h) of the Internal Revenue Code as if the grant were made by the Foundation and without prior written approval of the Foundation.
- E. No part of the grant shall be used for purposes other than religious, charitable, scientific, literacy, or educational purposes or the prevention of cruelty to children [within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code].
- F. The grantee shall, within fifteen (15) days of a request by the Foundation to do so, repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. The grantee shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof within the time specified in the grantee's proposal or within any approved extension of said time period, said repayment to be made within fifteen (15) days after such specified time or such extension. If the Foundation terminates the grant pursuant to Section 9 hereof, the grantee shall repay, within the lesser of thirty (30) days after a written request by the Foundation, or by the date specified in the written request by the Foundation, (i) all grant

funds unexpended as of the effective date of termination, (ii) all grant funds expended as of the effective date of termination for any purpose other than those exclusively for the purposes of the grant, and (iii) all grant funds expended for any purposes or items allocable to the period of time subsequent to the effective date of termination. In the event that any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, grantee shall repay to the Foundation that portion of the grant as well as any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code. In the event grantee does not comply with the provisions of this Section 2.F., grantee agrees that such breach would irreparably injure the Foundation and leave the Foundation with an inadequate remedy at law and grantee further agrees, that if legal proceedings should have to be brought by the Foundation against grantee to enforce any portion of this Section 2.F. the Foundation shall be entitled to preliminary injunctive relief requiring grantee to place into the registry of the court any funds at issue until resolution of the issue (whether by court decision or mutual agreement of grantee and the Foundation) and grantee further agrees that with respect to such relief, a bond furnished by the Foundation (or deposit of funds in the registry of the court) in the amount of \$500 shall be deemed adequate compliance with any requirement for a bond in connection with relief sought by the Foundation. Nothing in this Section 2.F. shall be construed as prohibiting the Foundation from pursuing any other legal or equitable remedies available to it for the breach or threatened breach of these Conditions of Grant. Any litigation arising out of or in connection with the grant shall be governed, interpreted and construed in accordance with the laws of the State of Florida. Any litigation arising out of or in connection with the grant shall be had only in the state or federal courts of Palm Beach County, Florida, and in any such litigation where the Foundation seeks to recover funds due it pursuant to this Section 2.F., the Foundation shall be entitled to all costs and expenses of such litigation including, but not limited to, attorneys' fees at the trial, appellate and post-judgment level proceedings.

3. BUDGET.

Expenditures of the grant funds must adhere to the specific line items in the grantee's approved grant budget. Transfers among line items (increases and decreases) must be requested in writing and approved by the Foundation.

4. ACCOUNTING AND AUDIT.

Funds provided by the Foundation, together with any interest thereon, shall be accounted for seperately in the grantee's records and books of account. A systematic accounting record shall be kept by the grantee of the receipt and disbursement of funds and expenditures incurred under the terms of the grant, and the substantiating documents such as bills, invoices, canceled checks, and receipts shall be retained in the grantee's files for a period of not less than four (4) years after expiration of the grant period or, if an audit has been initiated and audit findings have not been resolved at the end of such four year period, the records shall be retained until resolution of all audit findings. The grantee agrees promptly to furnish the Foundation with copies of such documents upon the Foundation's request. The grantee agrees to make its books and records available to the Foundation at reasonable times. The Foundation, at its expense, may audit or have audited the books and records of the grantee insofar as they relate to the disposition of the funds granted by the Foundation, and the grantee shall provide all necessary assistance in connection therewith. The Foundation may request upon completion of the project a Financial and Compliance Audit (the "Audit"), complete with Management Letter and/or a Form 990 (if applicable), within one hundred twenty (120) days of grantee's fiscal year-end. In the event that grantee's fiscal year-end occurs prior to completion of the project, the Foundation may request an Audit and accompany Management Letter and/or Form 990 (if applicable) for each of the grantee's fiscal years occurring during the term of this grant.

5. REPORTS.

Narrative and financial reports shall be furnished by the grantee to the Foundation for each budget period of the grant and upon expiration, repayment (pursuant to Section 2F hereof), or termination of the grant (pursuant to

Section 9 hereof). Such reports shall be furnished to the Foundation within a reasonable period of time, not to exceed thirty (30) days after the close of the period for which such reports are made. The narrative report shall include a report on the progress made by the grantee towards achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. Such reports shall be retained in the grantee's files for a period of not less than four (4) years after expiration of the grant period. The Foundation may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Foundation to observe the grantee's program procedures and operators and to discuss the program with the grantee's personnel.

6. COPYRIGHT AND FOUNDATION USE OF DATA.

All copyright interests in materials produced as a result of this grant are owned by the grantee. The grantee hereby grants to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, copy, alter, or otherwise use and to license others to use any and all such materials, including any and all data collected in connection with the grant in any and all forms in which said data are fixed.

7. PUBLIC REPORTING.

The Foundation will report this grant, if made, as it deems appropriate. The Foundation may issue press releases on individual grants, and, should the Foundation elect to do so, it would discuss the press release with the grantee in advance of dissemination. The grantee may issue its own press announcement but shall obtain in writing prior approval of the announcement from the Foundation before distribution. In addition, the grantee will be asked to review and approve a Program Summary briefly describing the grantee's activity which will be used by the Foundation to respond to inquiries and for other public information purposes. The grantee's approval shall not be unreasonably withheld. The grantee shall send to the Foundation's Communication Staff copies of all papers, manuscripts, and other information materials which it produces that are related to the project supported by the Foundation. Grantee shall acknowledge, to the extent feasible and appropriate, the Foundation's funding of the project in all annual reports, publications, bulletins, and public relations activities of the Grantee. In all public statements concerning the Foundation - press releases, annual reports, or other announcements - the grantee is specifically requested to refer to the Foundation by its full name: The Quantum Foundation, Inc. Where the project consists, in whole or in part, of the construction or renovation of a physical structure, the grantee shall erect a permanent sign, approved by the Foundation, in a prominent location at the completed project which shall indicate that the Foundation contributed funds for the project. The wording of the sign required hereunder shall be approved by the Foundation before construction and installation of said sign. Additionally, the Foundation will be entitled, at its sole option, to exclusive naming opportunities with respect to the project funded by the Foundation.

8. GRANTEE TAX STATUS.

Grantee warrants and represents that it is one of the following: (a) a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided the Foundation with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify the Foundation immediately of any actual or proposed change in tax status.

9. GRANT TERMINATION.

In the event of the occurrence of any of the following conditions, the Foundation shall have no obligation to make further payments under the grant and such events shall serve as grounds for the Foundation, at its option, to terminate the grant in which case the provisions of Section 2.F. shall apply: (i) any use by the grantee of grant proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code; (ii) the grantee ceases to function as described in Section 8; or (iii) in the Foundation's sole and absolute judgment, the grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purpose of the grant, or fails to comply with any of the conditions hereof. If the grant is terminated prior to the scheduled completion date, the grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of the termination.

10. LIMITATIONS AND CHANGES.

It is expressly understood that the Foundation by making this grant has no obligation to provide other or additional support to the grantee for purposes of this project or any other purposes. Any changes, additions, or deletions to the conditions of the grant must be made in writing only and must be jointly approved by the Foundation and the grantee.

11. NO ASSIGNMENT.

• / 1

The grant may not be assigned or subcontracted to any other party by the grantee without the prior written approval of the Foundation.

12. NO JOINT VENTURE.

The grantee is performing services and duties with respect to the project as an independent contractor and not as an employee, agent, partner of, or joint venturer with the Foundation. The grantee provides, that as between the grantee and the Foundation, grantee is solely responsible for operation and management of the project funded hereunder and that the Foundation has not and will not be involved in any way in such operation and management. Grantee agrees to indemnify and hold harmless the Foundation from liability on account of any injuries, damages, actions, causes of actions, claims, suits, judgments, and costs, including court costs and attorneys' fees, (at the trial, appellate, post-judgment or bankruptcy procedure level) as a result of services performed or not performed, or any negligent act by the grantee arising out of or related to the project, the Foundation's funding of said project, or any action arising out of or related to this document.

13. SPECIAL CONDITIONS.

The grantee accepts and agrees to comply with the following Special Conditions (if no Special Conditions are Imposed, so state):

- (1) Quantum funds awarded as a \$1 to \$1 match to other fund development efforts regarding the Homeless Advisory Board.
- (2) Revise evaluation model to reflect specific activities of the Homeless Advisory Board and measurable outcomes and impacts related to the work of the Homeless Advisory Board.



Proposed Program Budget

ITEM		REQI FRO MACA FOUN	FUNDING REQUESTED FROM THE MACARTHUR FOUNDATION Year 1 Enter dollar amounts below		
Personnel/Salaries ¹ (list title and % time on proje	ct)	and the second			
Homeless Advisory Board Senior	Planner (100%)	\$	50,000.00		
SUBTOTAL, PERSONNEL		\$	50,000.00		
PROGRAM EXPENSES					
(Itemize all expenses)		State of the state of			
Sustainability Planning		\$	100,000.00		
Renovation, Furnishings, Equipm	ent	\$	100,000.00		
GRAND TOTAL		\$	250,000.00		

¹ The Community Foundation for Palm Beach and Martin Counties will be providing staff time for the project in-

MACARTHUR

November 10, 2009

Ms Leslie Lillie President/CEO Community Foundation for Palm Beach and Martin Counties 700 South Dixie Hwy., #200 West Palm Beach, FL 33401-5854

Dear Ms. Lillie:

It is my pleasure to inform you that the MacArthur Foundation has awarded a grant in It is my pleasure to inform you that the MacArthur Foundation has awarded a grant in the amount of \$250,000 to the Community Foundation for Palm Beach and Martin Counties, Inc. in support of your participation in the Ten-Year Plan to End Homelessness in Palm Beach County, Florida. The terms and conditions of this grant are described in the enclosed agreement. We ask that an authorized representative of your organization execute the agreement and return it to the attention of Joshua J. Mintz, Vice President and General Counsel of the Foundation. If you or your staff have any questions on the contents of the agreement, please contact Steven Casey, Manager, Grants and Budget, at (312) 516-1642.

We wish you every success in your important work which we are pleased to support.

Sincerely,

My on behalf floket Cfullice's Robert L. Gallucci President

Enclosure Grant No. 09-94518-000-HCD

140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285 Telephone: (312) 726-8000 Facsimile: (312) 920-6258 www.macfound.org

Human Services Planner II

NATURE OF WORK

Position responsible for the implementation and oversight of the $\mathit{Ten-Year}$ Plan to End $\mathit{Homelessness}$ in Palm Beach County and for providing staff support to the Homeless Advisory Board and its working committees.

EXAMPLES OF WORK

Provide staff support for the Homeless Advisory Board (HAB), including administrative tasks such as membership appointments and renewals and facilitating communication with HAB members, HAB Committee members and other interested parties

Provide oversight and management of consultant contracts
Coordinate, attend and assist in the facilitation of meetings of the
Homeless Advisory Board (HAB) and monthly meetings of its seven working
committees (Community Outreach and Public Awareness, Facilities, Funding,
Housing, Policy & Legislation, Program Planning and Strategic Planning)

Oversee data collection and analysis related to local statistics of homelessness and the activities and performance of local service delivery systems

Research, review for applicability, and conduct training on nationwide best practices as well as elements of Ten-Year Plans being implemented in other communities

Research and map existing homeless services

Provide support to those providing Contracted Services and to volunteers in the ongoing fundraising efforts to finance the Ten-Year Plan

Coordinate grant writing and grant administration activities directly related to the implementation of the Ten-Year Plan

Work with the Strategic Planning Committee, develop periodic reports to the Board of County Commissioners, and available for the public, related to the progress of the Ten-Year Plan's implementation

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the Ten-Year Plan to End Homelessness in Palm Beach County

Knowledge of homeless and housing initiatives

Knowledge of the principles, methods, political process, forces and practices impacting human services decisions

Knowledge of private, state, local social service agencies and/or organizations

Knowledge of research techniques and statistical methods

Knowledge of Palm Beach County geography

Ability to obtain, organize and analyze information and to formulate substantive recommendations

Ability to manage projects, oversee contracts and develop programs

Ability to work independently with minimum supervision and direction

Ability to prepare written reports and make public presentations

Ability to use personal computers

Human Services Planner II - CONT'D

MINIMUM ENTRANCE REQUIREMENTS

Graduation from an accredited college or university with major coursework in public administration or field related to health and social services and project management with 5 years of related experience; or a Master's Degree with major coursework in public administration or field related to health and social services with 3 years of related experience; or any equivalent combination of related training and experience.

Rev. 12/09