

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2011      ☐ Consent      ☒ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Memorandum of Agreement with the Homeless Coalition of Palm Beach County, Inc. (Coalition), establishing a working relationship to advocate and educate on behalf of the homeless and implement the Ten-Year Plan to End Homelessness in Palm Beach County.

**Summary:** In 1983, the Coalition was established as a private non-profit corporation to advocate and educate on behalf of the homeless and has continued these efforts to date. On May 1, 2007, the Board of County Commissioners established the Homeless Advisory Board (HAB) to develop and implement a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The need has been identified to establish a working partnership between both entities to advocate and educate on the issue of homelessness, focus on implementation of the Ten-Year Plan and pursue resources in support of the Ten-Year Plan. The County will staff the Coalition and provide office space at a Human Services location. The Coalition will: transfer designated salary, administration and operational funds received from third parties to the County; take a lead role in the activities of the Homeless Advisory Board's committees in support of advocacy, community outreach, public awareness and education related to homeless and at risk of becoming homeless residents; conduct activities to further the implementation of the Ten-Year Plan; and conduct fundraising activities designed to support and further the goals of the Ten-Year Plan in coordination with the HAB. Funding for the County's obligations under this Agreement is included in the FY 2011 budget and the FY 2012 proposed budget. (Human Services) Countywide (TKF)

**Background and Justification:** The BCC formally adopted the Ten-Year Plan in Palm Beach County, in September 2008. The HAB's focus is now directed toward implementation which is being aggressively pursued by its seven committees. The Coalition was established as a private non-profit corporation to advocate and educate the community regarding homeless issues. It is advantageous to combine efforts in order to fully implement the Ten-Year Plan. County will staff the Coalition with current staff from the Division of Human Services and provide office space. HAB and Coalition members will work jointly on HAB committees. Community outreach and public awareness will be greatly enhanced.

**Attachments:**

1. Agreement
2. Letter from Homeless Coalition of Palm Beach County, Inc.

Recommended by:   
Department Director

8/8/11  
Date

Legal Sufficiency:   
Assistant County Administrator

8/11/11  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:



Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>~0~</u> * see below	_____	_____	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget:	Yes _____	No _____			
Budget Account No.:	Fund _____	Dept. _____	Unit _____	Obj. _____	
	Program Code: _____	Program Period: _____			

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

\* No additional funds are required for this Agreement. Funding for the County's obligations is included in the FY 2011 budget and the FY 2012 proposed budget.  
*Tamara Malhotra*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 _____ OFMB 8/5/11 2/7/11	 _____ Contract Dev. and Control 8-10/11 B. Wheeler
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B. Legal Sufficiency:

This Contract complies with our contract review requirements.

\_\_\_\_\_  
Assistant County Attorney

C. Other Department Review:

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

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



of Palm Beach County, Inc.  
Providing Windows Of Light For Those In Need

810 Datura Street • West Palm Beach, FL 33401  
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[www.homelesscoalitionpbcc.org](http://www.homelesscoalitionpbcc.org)  
[www.TheHomelessPlan.org](http://www.TheHomelessPlan.org)

August 3, 2011

Commissioner Priscilla Taylor  
Palm Beach County Board of County Commissioners  
Chair, Palm Beach County Homeless Advisory Board  
301 North Dixie Highway  
West Palm Beach, FL 33402-1989

Dear Commissioner Taylor:

Thank you very much for your dedication to ending homelessness in Palm Beach County. I am writing on behalf of the Homeless Coalition of Palm Beach County, Inc. to express our support for the Agreement between the Board of County Commissioners and the Homeless Coalition of Palm Beach County, Inc. Attached please find the minutes from the Coalition's June 17<sup>th</sup> Board Meeting where the board approved by unanimous vote the Agreement. The Coalition looks forward to working very closely with the Homeless Advisory Board as we implement the Ten-Year Plan to End Homelessness in Palm Beach County.

The Coalition is a 501(c)(3) non-profit corporation dedicated to advocating for the rights of homeless people and helping the homeless and those at risk of becoming homeless. Our purpose is to create, support and sustain effective strategies to end homelessness in Palm Beach County through advocacy, education, collaboration, planning and maximizing resources.

Given the ever increasing need for assistance, resource development and expansion is critical at this time. In fact, if we are to end involuntary homelessness and implement the Ten-Year Plan, we must expand such resources through collaborative efforts at all levels – private, county, state, and federal.

The Coalition is pleased to offer their support. If you have any questions, please do not hesitate to contact me.

Sincerely,

Shawn Wilson  
President

*Attachment: The Homeless Coalition June 17, 2011 Board minutes*

The Homeless Coalition of Palm Beach County, Inc. is a 501(c) 3 tax exempt organization.  
A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll free (800) 435-7352 within the state. Registration does not imply endorsement or recommendation by the state. Registration Number CH8175.

The Homeless Coalition Palm Beach County

Board Meeting June 17, 2011

In Attendance:

Shawn Wilson  
Pam Goodman  
Denise Haigh  
Tish Carlo  
Bob Anis  
Jordan Hunt

Vote by Proxy:

Joseph Lee  
Joanie Van der Grift

Absent:

Mark Essary  
Beth Lefler  
Jerry Daltorio

Meeting was called to order at 9:05 am

A brief report on Project Connect was given by Denise, Jordan and Pam. All agreed visibility for Coalition was very poor, but organization was very good. Next PC is scheduled for Sept 23 in Lake Worth. Shawn suggested we consider Salvation Army on Lake Worth Road as a possible venue.

Discussion about possible Thrift Store. Tish will call Kerry Gallagher to follow up and report back.

Review of agreement with County. Motion by Jordan Hunt, second by Denise Haigh: **I move that we approve the agreement in the current draft with minor grammatical corrections.**

Motion passed by unanimous vote.

Discussion of designee from Coalition Board to sit on Homeless Advisory Board (HAB)

Motion by Tish Carlo, second by Denise Haigh: **I move that Jordan Hunt be Coalition representative on HAB.**

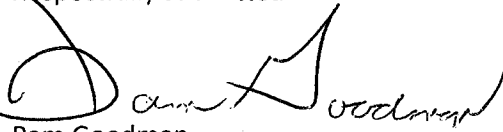
Motion passed by unanimous vote. Jordan accepts position.

Board recommends that the signing of the agreement take place prior to a Board of County Commission (BCC) meeting and public announcement of agreement made at meeting with our Board in attendance. Request will go to Marilyn. Pam asked that all Coalition Board members look at existing HAB committees and try to join at least one to extend our voice throughout the HAB.

Our bylaws need to be updated for our September Annual meeting. Bob, Jordan and Denise agreed to work on them. Shawn will forward a current working copy  
Jordan relayed a request from The Breakers for a 09/10 Annual report. Pam will ask Marilyn to do a brief report with audit and financials.

Website is in progress of being updated. Directors were asked to send in suggestions to Marilyn  
Meeting adjourned at 10:10 am.

Respectfully submitted



Pam Goodman

**AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY  
COMMISSIONERS AND THE HOMELESS COALITION OF PALM BEACH COUNTY, INC.  
FOR MUTUAL COOPERATION FOR THE FUNDING, MANAGEMENT, AND OPERATION  
OF THE HOMELESS COALITION**

**THIS AGREEMENT** is made and entered into this       day of       , 2011,  
by and between Palm Beach County, a political subdivision of the State of Florida, by and  
through its Board of Commissioners (the "County"), and The Homeless Coalition of Palm  
Beach County, Inc., a Florida not-for-profit Corporation, (the "Coalition").

**WITNESSETH:**

**WHEREAS**, the County has served as the Lead Entity for Homeless Services as  
recommended by the community and designated by the U. S. Department of Housing and  
Urban Development in January 2006; and

**WHEREAS**, the Coalition was established in 1983 as a private non-profit corporation to  
advocate and educate on behalf of the homeless and has continued these efforts to date; and

**WHEREAS**, the County and the Coalition have begun to work together on multiple  
events and committees towards the implementation of the Ten-Year Plan to End  
Homelessness in Palm Beach County; and

**WHEREAS**, the County and the Coalition are committed to the goal of ending  
homelessness as detailed in the Ten-Year Plan to End Homelessness in Palm Beach County;  
and

**WHEREAS**, the County and the Coalition recognize that it will take the community  
coming together to collaborate under the Ten-Year Plan to End Homelessness in Palm Beach  
County effort; and

**WHEREAS**, the County and the Coalition recognize the advantages of establishing a  
partnership with the Coalition to advocate and educate on behalf of the homeless in Palm  
Beach County and to pursue fundraising in support of the Ten-Year Plan; and

**WHEREAS**, the County and the Coalition desire to memorialize their understanding  
clearly define their respective cooperative roles related to advocacy and education on behalf of  
the homeless; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein  
contained, the parties agree as follows:

## ARTICLE 1 RECITALS

The recitals as set forth above are true and correct and are reaffirmed as if specifically stated herein.

## ARTICLE 2 DEFINITIONS

2.1 **"BCC"** means the Palm Beach County Board of County Commissioners, the entity responsible for establishing the Resolution that created the Homeless Advisory Board in May 2007.

2.2 **"Coalition"** means The Homeless Coalition of Palm Beach County, Inc. It is a 501(c)(3) non-profit corporation dedicated to advocating for the rights of homeless people and helping the homeless and those at risk of becoming homeless.

2.3 **"Collaborative Applicant"** means the entity within a community that submits a joint application on behalf of all the applicants for funding of homeless services in the community.

2.4 **"Continuum of Care" (COC)** means the organization that participates in the local homeless assistance program planning networks that the U.S. Department of Housing and Urban Development (HUD) allocates HUD homeless assistance grants to. HUD introduced the CoC concept to encourage and support local organizations in coordinating their efforts to address housing and homeless issues and reduce homelessness.

2.5 **"County"** means Palm Beach County Government under the BCC having the authority to adopt ordinances and resolutions and to establish policies and programs aimed at protecting the health, safety and general welfare of residents.

2.6 **"Department"** means the Palm Beach County Community Services Department.

2.7 **"Department of Community Services building"** means the facility located at 810 Datura Street, West Palm Beach, Florida 33407.

2.8 **"Division"** means the Palm Beach County Division of Human Services.

2.9 **"Division Director"** means the Director of the Palm Beach County Division of Human Services, a Palm Beach County employee under the direction of the Department of Community Services/ Palm Beach County Board of Commissioners.

2.10 **"Executive Director"** means the Palm Beach County employee working in the position of staff to the Homeless Advisory Board under the direction of and hired by the Director of the Division of Human Services.

2.11 **"Fundraising"** means any special event, drive, effort, program or campaign conducted by the Coalition and membership fees that generates funds over and above the Coalition

expenses. Fundraising shall include without limitation grants, sponsorships, and other routine solicitation efforts.

2.12 **“Fundraising Proceeds”** means any proceeds from fundraising on behalf of the Ten-Year Plan to End Homelessness in Palm Beach County generated by the Homeless Coalition and the Homeless Advisory Board.

2.13 **“HEARTH Act”** means the federal Homeless Emergency Assistance and Rapid Transition to Housing Act that reauthorizes the McKinney-Vento Homeless Assistance Programs administered by the U. S. Department of Housing and Urban Development (HUD).

2.14 **“Homeless”** the definition includes five broad categories of homelessness under the HEARTH Act as follows:

- a person sleeping in a place not meant for human habitation or in an emergency shelter, and a person in transitional housing for homeless persons who originally came from the street or an emergency shelter;
- people who lived in a shelter or a place not meant for human habitation prior to temporarily residing in an institutional care setting would be considered homeless upon their exit;
- people who will imminently lose their housing and lack the resources and support networks needed to find other housing, including those who are being evicted within 14 days, people living in a hotel or motel and who lack the resources to stay for more than 14 days, people who are doubled up and must leave within 14 days (HUD now considers people who had to leave within 7 days to be homeless, although that was not specifically defined in statute);
- unaccompanied youth and homeless families who have not lived independently for a long time, have experienced persistent instability, and will continue to experience instability because of disability, health problem, domestic violence, addiction, abuse, or multiple barriers to employment; and
- People who are fleeing or attempting to flee domestic violence - HUD now considers people in this situation to be homeless, although it is not specifically defined in statute.

2.15 **“Homeless Advisory Board” (HAB)** means a board formed by Resolution R2007-0720 as amended by Resolution R2007-1693 of the Palm Beach County Board of County Commissioners chartered to prepare and oversee the implementation of a strategic plan to end homelessness in the County.

2.16 **“Homeless Housing Assistance Grants”** means Florida’s Department of Children and Families annual funding for grants that assist in the development of transitional or permanent housing for the homeless.

2.17 **“HUD”** means U.S. Department of Housing and Urban Development.

2.18 **“Lead Entity”** means the agency designated by the Continuum of Care, the State Office of Homelessness and HUD having the sufficient legal authority and administrative capacity to carry out the purposes of the homeless program on behalf of the local continuum.

2.19 **"Personal Property"** means property of a personal or movable nature (including, but not limited to furnishings, equipment and supplies), as opposed to property of a freehold nature.

2.20 **"Tangible Objects"** means something that is real and substantial including real estate, vehicles and furnishings.

2.21 **"Ten-Year Plan"** means Ten-Year Plan to End Homelessness in Palm Beach County developed by the Homeless Advisory Board and approved by the Board of County Commissioners on September 23, 2008.

2.22 **"Volunteers"** means any individual or group that contributes their time and energy to activities associated with the Ten-Year Plan.

### **ARTICLE 3 USE, MANAGEMENT and OPERATION**

**3.1 Responsibilities.** The County and the Coalition shall cooperatively manage the day-to-day operation of the functions of the Coalition. The Coalition shall provide assistance and guidance and make recommendations to the County with regard to the implementation of the Ten-Year Plan.

**3.2 Use and Occupancy of the Office Space.** The County shall provide the Coalition with office space in the Department of Community Services building which shall be used solely and exclusively for general office purposes by the Executive Director, administrative assistant, and any other County employees and/or volunteers of the Coalition volunteering under the auspices of the County who are necessary to support the goals of the Ten-Year Plan. The Coalition shall have the right to use the Premises for as long as the Building is occupied by the Department, this Agreement has not expired nor has it been otherwise terminated nor has the Coalition's rights been otherwise revoked as provided for in Section 3.2.5 of this Agreement

The Coalition shall have the non-exclusive license over, upon and across the Premises, together with the common area of the Building to allow the Coalition's employees and volunteers working within the Premises access to and use of the Premises. The Coalition shall be entitled to use the Premises without charge. The County will provide the Coalition with office furniture, telephones, computers and access to general office equipment including a copier and fax machine and related office supplies.

Employees, furniture and equipment, located within the Premises, shall be arranged in a manner satisfactory to the Executive Director. The Coalition accepts the Premises in "as is" condition.

The Coalition may, in a manner mutually agreeable to the Coalition and the County, also use areas within the Building that are meant for shared use with other Department of Community



Services Divisions (i.e. conference rooms/meeting rooms), including use of the Building's public common areas, to:

- a. Provide educational programs and presentations;
- b. Hold community meetings;
- c. Conduct Coalition Board meetings; and
- d. Conduct any other function, program or campaign that is consistent with the purpose and mission of the Coalition.

All such functions and activities must receive prior approval from the Division Director.

The Coalition, in conjunction with the Executive Director, shall establish policies and procedures with regard to staffing and job duties, space utilization, and permitted uses. Said policies and procedures shall include, but not be limited to, coordination between the County and the Coalition of said use. The Coalition shall, at the Coalition's sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Coalition or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

**3.2.1 Additional Uses.** The Coalition shall not use, permit or suffer the use of the Premises or any other part of the Building for any other business or purpose whatsoever, except as specifically set forth in this Section 3.2 without the prior written approval of the Director of the County's Department of Facilities Development & Operations.

**3.2.2 Improvements, Maintenance, Repairs and Utilities.** The County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense; provided however, in the event the Coalition damages the Premises, County shall complete the necessary repairs and the Coalition shall reimburse County for all expenses incurred by County in doing so. Furthermore, County shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Coalition.

**3.2.3 Waste and Nuisance.** The Coalition shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or the Building or which may affect County's fee interest in the Premises. The Coalition shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

**3.2.4 County's Right to Enter.** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Section and for purposes of inspection of the Premises generally.

**3.2.5 Revocation of License.** Notwithstanding anything to the contrary contained in this Agreement, the rights granted to the Coalition as set forth in this Section 3 amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to the Coalition. Upon Coalition's receipt of notice from County of the revocation of the license granted hereby, the Coalition shall vacate the Premises within seven (7) days, whereupon the Coalition's right's of use pursuant to Section 3 of this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

**3.2.6 Surrender of Premises.** Upon expiration or earlier termination of the Coalition's license to use the Premises, the Coalition, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

**3.3 Role of the Executive Director and Coalition.** The Executive Director shall be the final authority as to the cooperative operation, use and occupancy of the Coalition designated office space under the terms and conditions of this Agreement with the right to resolve any disputes that may arise, or to require any operational changes reasonably necessary to allow a smooth and efficient operation of the Coalition, so long as such resolution does not require or result in any act that constitutes a breach of this Agreement by either the County or the Coalition. Subject to the authority of the Board of County Commissioners, the Executive Director shall be the final authority as to the day-to-day operational policies of the Coalition. The Coalition shall make every reasonable effort to cooperate with the Executive Director and other County employees and departments to facilitate performance of this Subsection.

**3.4 Liaison between County and Coalition.** The Executive Director shall be the liaison between the County and the Coalition. This liaison relationship will be the primary means of communication between the parties to this Agreement. Nonetheless, there will be occasional communications among the County's personnel, the County, and the officers and directors of the Coalition. The Executive Director or a designee, and/or other County Commissioners or employees, may attend any meeting of the Coalition's Board of Directors or any meetings of its' committees or volunteer groups. All meetings will be held in compliance with Florida Sunshine Law.

**3.5 Board of Directors and Executive Committee.** The Coalition shall, in accordance with its bylaws, select a Board of Directors and an Executive Committee. The Executive Director, or a designee, shall serve as ex-officio and non-voting member of said Board of Directors. Upon recommendation from the HAB, one member of the Homeless Advisory Board shall serve on the Board of the Coalition. All meetings will be held in compliance with Florida Sunshine Law.

**3.5.1 Seat on the Homeless Advisory Board.** The Coalition will recommend one Coalition board member, whose name shall be forwarded to the BCC, through the HAB, to be

appointed to serve in a seat on the HAB designated for the Coalition upon execution of this Agreement. This seat shall remain in force for the duration of this Agreement. If the designated board member's term expires or if the member is no longer on the board of the Coalition, the selection process will be repeated. County staff will complete and submit the required paperwork and Agenda item for their appointment by the BCC to the Homeless Advisory Board. The Coalition board member appointed must meet all the qualifications for membership as described in the HAB Resolution and By-laws.

**3.5.2 Homeless Advisory Board Policy and Legislation Committee.** The HAB member representing the Coalition shall serve as the Chair of the Homeless Advisory Board's Policy and Legislation Committee upon execution of this Agreement. This position shall remain in force for the duration of this Agreement.

**3.5.3 Homeless Advisory Board Community Outreach and Public Awareness Committee.** The board member representing the Coalition shall designate a Coalition board member to serve on the Homeless Advisory Board's Community Outreach and Public Awareness Committee upon execution of this Agreement. This position shall remain in force for the duration of this Agreement. Other Coalition board members will be encouraged to participate in this committee's events and related planning efforts. Coalition initiatives of Project Homeless Connect and the Faces of Homelessness Story Teller programs will continue as COPA projects.

**3.5.4 Homeless Advisory Board Funding Committees.** Coalition Board members will serve and take an active role on the HAB Funding Committee and the HAB Community Funding and Oversight Committee.

### **3.6 Executive Director**

**3.6.1 Appointment of Executive Director.** The County shall employ a qualified individual who shall staff the Homeless Advisory Board and the Homeless Coalition and serve as liaison between the County and both boards, develop and administer the budgets of the Homeless Advisory Board and the Coalition, and be responsible to provide oversight for the daily management and operation of the Homeless Coalition. The County Division Director, a member of the Homeless Advisory Board and a member of the Homeless Coalition, as selected by the Coalition, shall sit on the selection committee designated for appointment of said Executive Director when a vacancy occurs. The Coalition may recommend the appointment or dismissal of the Executive Director to the Division Director. However, the Division Director shall make the ultimate decision as to any recommended appointment or dismissal and shall retain supervisory responsibility over the Executive Director in accordance with County personnel rules and in accordance with the Palm Beach County Code of Ethics.

**3.6.2 Compensation of Executive Director.** The Executive Director shall be an employee of the BCC and shall be compensated by the County in accordance with County policy. Funding received by the Coalition for the position of the Executive Director shall be given to the County to be used towards funding this position.

**3.6.3 Removal of Executive Director.** The Executive Director shall be subject to removal by the Director without the consent of the Coalition, in accordance with the procedures and practices of the County. The Division Director shall, however, consult with and seek the input of the Coalition prior to removing the Executive Director if possible. If the Division Director deems it necessary to remove the Executive Director without being able to receive input from the Coalition, the Division Director shall inform the Coalition as soon as possible as to the decision and what actions are being taken. In the event the Division Director so removes the Executive Director, the Director may independently appoint an interim Executive Director until such time as a permanent Executive Director can be appointed within a reasonable time in accordance with the provision of this Subsection.

**3.7 Coalition Employees.** Coalition staff shall be employees of Palm Beach County and as such shall be subject to the policies and procedures established for County employees. This Agreement establishes that staff shall be housed at the Community Services building unless otherwise assigned for the purpose of performing duties under this Agreement. Except as expressly provided herein, the Executive Director shall oversee all staff of the Coalition in regard to day-to-day operations of the Coalition. The Coalition shall cooperate with the Executive Director with regard to such staff of the Coalition, and the Executive Director shall have day-to-day management authority over such Coalition staff.

**3.8 Hours of Operation.** The hours of operation of the Coalition shall be set by the Executive Director. The Coalition shall provide input to the Executive Director regarding the establishment of said hours of operation. The Executive Director shall approve the hours of operation for the regular office operation of the Coalition as well as for special events, outreaches and educational activities.

**3.9 Policies and Procedures.** The Coalition shall approve policies and procedures for responsibilities associated with the management and activities of the Coalition. The Executive Director may recommend policies and procedures to the Coalition for approval. The Executive Director shall provide the Coalition with the County's policies and procedures with regard to the management and operation of the Division. Policies and procedures of the Coalition shall be consistent with and shall not conflict with those established by the Director of the Palm Beach County Human Services pertaining to the management and operation of the Division. The Coalition may recommend changes to Division policies and procedures pertaining to the Coalition for consideration by the Director.

**3.10 Strategic Plan.** The Ten-Year Plan is the Strategic Plan of the Homeless Advisory Board and the Coalition. County Human Services lead staff will oversee the implementation of the Ten-Year Plan. The Executive Director shall provide the Homeless Advisory Board and the Coalition with said Ten-Year Plan's quarterly reviews and annual reports for their input.

**3.11 Future Development.** The Coalition shall provide input to the Homeless Advisory Board regarding the goals and action steps of the Ten-Year Plan. Recommendations for future planning will be communicated by the Coalition to the Homeless Advisory Board through the Executive Director.

**3.12 Mutuality of Interest.** The Coalition, its board, staff and volunteers, in partnership with the Homeless Advisory Board and the County, are committed to working together under the Homeless Advisory Board and the Ten-Year Plan to End Homelessness in Palm Beach County.

**3.13 Public Records Law.** Upon execution of this Agreement, the Coalition will be considered an "agency" for purposes of Chapter 119, Florida Statutes, and will be subject to the inspection and copying requirements thereof. The Coalition will operate in accord with the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. This is based on the role of the Coalition in the performance of its public purpose by providing that as a 501(c)(3) charitable foundation and a not-for-profit organization it will serve as the County's outreach, advocacy, education and fundraising arm. As a matter of policy, ".... all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency." Public records are defined to include "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." Records related to donors who wish to remain anonymous will be exempt from disclosure pursuant to Florida Law.

**3.14 Meetings.** Upon execution of this Agreement, all regular meetings of the Board of the Coalition shall be publicly noticed and in full accordance of the Sunshine Law. The regular meeting day, time, and place will be established in the bylaws. The location will be the Department of Community Services building, unless otherwise noticed. The location, time, and date are subject to change as deemed necessary, where there exists a conflict in scheduling. All changes will be noticed to the public under the requirements of the Sunshine Law. Additional meetings shall be scheduled as needed and noticed as required.

**3.15 Proceedings of Meetings.** All Coalition Board meetings shall be open to the public, in full accordance with the Sunshine Law. All agendas will be created and posted by the Coalition staff member at least 72 hours prior to the meetings, in full accordance with the Sunshine Law. The Coalition Board Secretary will keep minutes for all meetings. Minutes will be maintained and made available for public review by staff to the Coalition Board, in full accordance with the Sunshine Law.

**3.16 Office of the Inspector General.** Pursuant to Palm Beach County Code Sections 2-421 through 2-440, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

## **ARTICLE 4 FUNDING AND BUDGET**

**4.1 Membership.** The Coalition may work in conjunction with the Palm Beach County Homeless Continuum of Care entitled the "Homeless and Housing Alliance" to establish membership criteria. Membership levels will be established providing for membership level benefits.

**4.2 Membership Fees.** The Coalition Board shall determine annually whether to set general membership fees and collect same.

**4.3 Funding.** The cooperative funding and operation of the Coalition shall be utilized for the benefit of the community. In addition to cooperatively funding and operating the Coalition, the County and the Coalition may separately supplement or enhance the homeless system of care funding at their discretion. The County and the Coalition shall, throughout the term of this Agreement, use their best efforts to continue to provide funding for the management and operation of the Coalition.

**4.3.1 Dissolution of Coalition.** Upon dissolution of the Coalition and in the event that there is no successor organization to same, all funds and other Tangible Objects, shall enure to the County.

**4.3.2 Fundraising.** Fundraising activities designed to support and further the goals of the Ten-Year Plan shall be conducted in coordination with the efforts of the Homeless Advisory Board. These efforts may include marketing, public relations, special events, programs and other fundraising. The Coalition will also seek to raise funds not currently being donated to the homeless providers in the County; they will seek new donors and sources.

**4.3.3 Fund Accounts.** All unrestricted funds remaining in the bank account of the Coalition on the day that this Agreement is executed will remain the property of the Coalition and will be placed in a separate fund account for use at the discretion of the Coalition's Board. Funds generated after the date that this Agreement is executed will be restricted and identified as belonging to the County in support of the Ten-Year Plan.

**4.3.4 County Funds.** Subject to funding availability, the County through its Executive Director shall be responsible for providing primary funding for operation, management, and oversight of the HAB and Coalition.

**4.3.5 State Funds.** All funds provided by the State of Florida in support of the position of the Executive Director and any activities of the Coalition shall be awarded to the County to be designated for that purpose. The applicant will be the entity recognized by the State as a Homeless Coalition.

**4.3.6 Grants.** The Coalition will respond to proposals and seek grant funds to support operating expenses. The Coalition does not provide direct services to the homeless and therefore will not compete with local providers for service dollars.

**4.4 Budget.** The Coalition and County shall cooperatively prepare the annual budget including income, expenses, and capital expenditures of the Coalition and the Ten-Year Plan, and provide a copy of same to the Division Director through the Executive Director.

**4.4.1 Annual Budget.** The Executive Director shall prepare and submit an annual budget for Coalition operations. In preparing said budget, the Executive Director shall take into consideration the advice and guidance of the Coalition Board of Directors or their designee. Said proposed budget shall be provided to the Division Director for consideration within the overall Department budget, which shall be subject to the ultimate approval of the Board of County Commissioners.

**4.5 Reporting.** The Coalition shall provide to the County financial reports, including but not limited to:

- a. Monthly profit/loss statements with reconciled bank statements. Such statement shall be provided no later than the end of the following month;
- b. An annual profit/loss statement; and
- c. Any other information prescribed by the Executive Director or required under this Agreement.

**4.6 Accounting Records; Audits.** The Coalition shall conduct and provide to the Director an annual independent audit of the Coalition's records in conformity with generally accepted accounting procedures. The Coalition shall arrange for the operating account and records, including all books, records, bank accounts and accounting statements, to be audited as soon as possible after the end of each fiscal year, by a Florida licensed certified public accountant(s) named by the Coalition, after consultation with the County.

The Coalition shall preserve and make available for audit and examination by the County all records described in this Section, as well as a copy of all business and income tax returns. The Coalition's records shall be open for inspection by the County for three (3) years after termination of this Agreement, except that such records shall be retained by the Coalition until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three (3) year period. All records will be made available locally at the Executive Director's request within (5) days of said request. The Coalition shall allow the County, and its auditors to inspect said books and records, correspondence, memoranda and other information at all reasonable times during normal business hours.

## ARTICLE 5 INDEMNITY, INSURANCE AND LIABILITY

**5.1 Indemnity.** The Coalition shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expenses, losses, costs, 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 in any manner directly or indirectly related to the Coalition's use and occupancy of the Premises, performance of this Agreement or due to the acts, omissions or negligence of the Coalition, its agents, contractors, employees, volunteers or invitees. This Section shall survive termination or expiration of this Agreement.

**5.2 Insurance.** The Coalition agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Coalition is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Coalition under this Agreement.

**Commercial General Liability** The Coalition shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

**Worker's Compensation Insurance & Employers Liability** The Coalition shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

**Directors and Officers Liability Insurance** The Coalition agrees to maintain Directors and Officers Liability Insurance at a limit of liability not less than \$1,000,000 each Occurrence. This coverage is to protect against legal claims for wrongful acts performed by corporate directors or officers in performing their corporate duties. Wrongful acts include omissions, errors, misstatements, misleading statements, neglect or breach of duty.

**Additional Insured** The Coalition agrees to endorse the County as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis".

**Waiver of Subrogation** The Coalition agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit the Coalition to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Coalition agrees 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should The Coalition enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** The Coalition agrees to provide County a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY  
Community Services Department  
Human Services Division  
810 Datura Street, Suite 350  
West Palm Beach, FL 33401  
ATTN: Claudia Tuck

**Umbrella or Excess Liability** The Coalition may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability, Business Auto Liability and Liquor Liability. The Coalition agrees to endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

**Right to Review** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

**5.3 Liability.** The Coalition acknowledges and agrees that it is fully liable for all acts and omissions of the Coalition prior to the date of this agreement. The Coalition shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expenses, losses, costs, 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 in any manner directly or indirectly related to any actions or omissions of the Coalition prior to the date of this Agreement.

## ARTICLE 6 GENERAL PROVISIONS

**6.1 Term and Dissolution of Agreement.** This Agreement shall remain in effect for such time as the County serves as the Lead Entity for Homeless Services and the Resolution establishing the Homeless Advisory Board is in force, unless sooner terminated by mutual written agreement of the parties. This Agreement shall be dissolved upon the occurrence of the Coalition and the County either collectively or separately indicating they wish to dissolve. The party moving to dissolve must give written notice explaining why and allow the receiving party sixty (60) days to amenablely resolve any issues causing such a move to dissolve. Assets and capital identified as belonging to the Coalition upon the signing of this Agreement will remain with the Coalition. Funds generated after the date that this Agreement is executed will be restricted and identified as belonging to the County in support of the Ten-Year Plan.

**6.2 Validity.** After consultation with their respective legal counsel, the County and the Coalition each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.

**6.3 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**6.4 Headings.** The headings or captions of Sections and Subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

**6.5 Assignment.** The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

**6.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 or 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. The parties hereto may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

**6.7 Independent Contractor.** The Coalition is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Coalition does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Coalition to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Coalition's procurement of such services is solely the responsibility of the Coalition and the Coalition hereby holds the County harmless for same to the extent permitted by law.

**6.8 Non-Discrimination.** The cooperative funding and operation of the Coalition shall benefit the homeless and those at risk of homelessness in Palm Beach County. The Coalition shall not discriminate against any individual on the basis of their race, color, gender, national origin, age, disability, religion, ancestry, marital status, familial status or sexual orientation or gender identity and expression.

**6.9 Full Agreement.** This Agreement represents the entire understanding between the County and the Coalition, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**6.10 Notices.** Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail to the following:

As to the County:

PALM BEACH COUNTY  
Community Services Department  
Human Services Division  
810 Datura Street, Suite 350  
West Palm Beach, FL 33401

With a copy to:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411

And

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Coalition:

Chairperson, Homeless Coalition of Palm Beach County, Inc.  
810 Datura Street, Suite 350  
West Palm Beach, FL 33401

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

**6.12 Annual Budgetary Funding.** This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations of the BCC.

**6.13 Recording.** The Coalition shall not record this Agreement, or any memorandum or short form thereof in the Public Records of Palm Beach County.

**6.14 Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER PARTY AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**  
**SHARON R. BOCK, CLERK**  
**& COMPTROLLER**

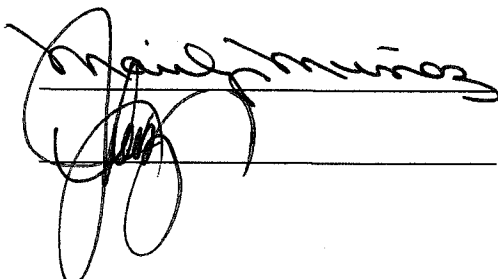
**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

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

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

**WITNESSES:**

**HOMELESS COALITION OF PALM BEACH**  
**COUNTY, INC.**



By: \_\_\_\_\_  
Shawn Wilson, President

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

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

By: \_\_\_\_\_  
Department Director