

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2012

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Contract for Services with Gulfstream Goodwill Industries, Inc., for the period May 1, 2012, through September 30, 2012, in an amount not to exceed \$505,112, for engagement, interim housing and rapid re-housing services to homeless individuals; and
- B) Contract for Services with Adopt-A-Family of the Palm Beaches, Inc., for the period May 1, 2012, through September 30, 2012, in an amount not to exceed \$437,836, for engagement, interim housing and rapid re-housing services to homeless families; and
- C) Contract for Services with The Lord's Place, Inc., for the period May 1, 2012, through September 30, 2012, in an amount not to exceed \$95,626, for navigation and employment services to homeless individuals and families.

Summary: The Senator Philip D. Lewis Center (Lewis Center) will serve as the main point of access for homeless services in central Palm Beach County. Gulfstream Goodwill Industries, Inc. will be the lead facility operator and will provide individual housing placement, ongoing support and oversight of the on-site interim housing. Adopt-A-Family, Inc. will provide family engagement, housing placement and ongoing support and The Lord's Place, Inc. will provide navigation and employment services. The County's Homeless Outreach Team (HOT) and a Health Department staffed medical facility will also be located on site. On March 20, 2012, the BCC approved the Lewis Center opening and funding allocation for the initial phase of operation for FY 2012. Employee, Daniel Gibson of The Lord's Place, serves on a County Advisory Board, the Palm Beach County Homeless Advisory Board. This Board provides no regulation, oversight, management, or policy-setting recommendations regarding this contract. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. (Human Services) Countywide (TKF)

Background and Justification: On May 1, 2007, the Board of County Commissioners established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a homeless resource center (HRC) is one of the Action Steps of the Ten-Year Plan. The Lewis Center in West Palm Beach is the first such facility to be developed as part of an envisioned countywide network of HRCs. Homeless individuals and families will be referred to the Lewis Center from community navigation points and, over the course of not more than 90 days, will receive a diverse offering of high quality services from three (3) community agencies, assisting clients in ending their homelessness. Services will be available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year.

Attachments: Three (3) Contracts for Services

Recommended By: _____

Department Director

Date

Approved By: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	1,038,574				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,038,574				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 0001 Dept 148 Unit 1221 Object 3401 Program Code/Period FY12

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

C. Departmental Fiscal Review:

Taruna Malhotra 4/16
Taruna Malhotra, Director of Financial & Support Svcs

III. REVIEW COMMENTS

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

[Signature] 4/16/12
OFMB
JA
4/12/12
4/11/12

[Signature] 4/20/12
Contract Development and Control
4/20/12 B. Wheeler

B. Legal Sufficiency:

[Signature] 4/23/12
Senior Assistant County Attorney

These contracts comply
with all current
requirements.

C. Other Department Review:

Department Director

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

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Gulfstream Goodwill Industries, 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 59-1197040.

Whereas the AGENCY has proposed providing services in the Homeless Resource Center (HRC); 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 to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 13. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds is an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

The parties acknowledge that: (i) the County has agreed to enter into service provider agreements for the provision of certain services set forth in the Scope of Work and Services, including without limitation, the provision of food, security, custodial and facility maintenance and repair services and (ii) the Agency is tasked with the administration of such service provider agreements. In furtherance of the foregoing, the parties agree to develop and set forth in writing the policies and procedures for the administration of such service provider agreements ("Policies and Procedures"), which policies and procedures may, from time to time, be established or modified by mutual agreement of the Agency and the Director of the County's Department of Facilities Development & Operations. The Policies and Procedures, and any amendment thereto, shall be deemed to be a part of this Contract and is incorporated herein by reference.

ARTICLE 2 - TERM

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

The parties may, by mutual agreement, extend this contract for up to four (4) additional one (1) year periods. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service Units" (Exhibit A) and proposed costs for the next fiscal year (October-September) no later than May 1st of each year. Upon recommendation of the DEPARTMENT

and availability of funding, an amendment extending this contract may be submitted by the DEPARTMENT and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed Five Hundred Five Thousand One Hundred Twelve Dollars (\$ 505,112). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program, unit cost definitions and budget allocations for this contract year are set forth in Exhibit B.

All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Authorized Agency Representative
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit D) and Exhibits E-G as appropriate.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds.

Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval, however, the thirty (30) day period shall not commence until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

The AGENCY may use COUNTY funding to match grants from non-County sources, providing that the AGENCY does not accept any award of grant without the prior written approval of the COUNTY. The COUNTY's review will be to ensure that the award of the grant does not obligate the COUNTY to any additional financial obligation, on-going conditions of operation, and/or encumbrance of the real property. The AGENCY 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 for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract.

ARTICLE 7 - 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. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by 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 \$1,000,000 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 \$1,00,000 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. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. **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.
- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review,

modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 28, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

ARTICLE 8 - 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 attorneys 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 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 10 – 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 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.

The AGENCY shall comply with all legal criminal history record check regulations required by Florida Statute for the population they serve. AGENCY will have and comply with policy that requires them to conduct Level 2 Criminal Background Check on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. All criminal background checks shall be done at the expense of the Agency.

ARTICLE 11 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation or gender identity and expression.

ARTICLE 12 - 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 13 - 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 and unit cost delivery of services, Exhibit B are adhered to. By the tenth of each month, a spreadsheet documenting all monthly expenditures must be submitted to the Department for programmatic and desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported in accordance with Exhibit H. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results during the Department's review. 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. The AGENCY must maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- G. 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 14 – 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 three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

- 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.** Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human Program & Contract Manager
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 15 - CONFLICT OF INTEREST

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

ARTICLE 16 - 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 16, Paragraph A.
- D. In the statement specified in Article 16, 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 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 18 - 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 19 - CONTINGENT FEES

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

ARTICLE 20 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 21 - PUBLIC ENTITY CRIMES

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 22 - 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 23 - ARREARS

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. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440.

ARTICLE 25 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate 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:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

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.

Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS TO SCOPE OF CONTRACT

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

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

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

ARTICLE 28 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

Marvin Tanck, Director and CEO
Gulfstream Goodwill Industries, Inc.
1715 East Tiffany Drive
West Palm Beach, Florida 33407

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

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: _____
Shelley Vana, Chair

WITNESS:

AGENCY:

Kathryn Spencer
Signature

Gulfstream Goodwill Industries, Inc.
AGENCY's Name Typed

Kathryn Spencer
Name Typed

BY: Marvin A. Tanck
Signature

59-1197040
AGENCY's Federal ID Number

Marvin A. Tanck
AGENCY's Signatory Name Typed

Executive Director and CEO
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
CONDITIONS
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
Department of Community Services

[Signature]
Assistant County Attorney

By: [Signature]
Channell Wilkins, Director

EXHIBIT A
SCOPE OF WORK
HOMELESS RESOURCE CENTER OPERATION
Gulfstream Goodwill Industries

A. Operations: Gulfstream Goodwill Industries (AGENCY) will serve as lead HRC Vendor

Service	Scope
Operations (1000 45 th Street WPB)	<ul style="list-style-type: none"> • HRC will serve homeless individuals and families • HRC will be open 365 days a year on a 24 hour basis • HRC's goal is to assist individuals and families in becoming self-sufficient and engaging in a productive lifestyle, thereby ending homelessness. • HRC will serve as the initial entry point into the homeless services delivery system • HRC will provide residential beds for homeless individuals for up to 90 days • HRC will provide interim housing for families in hotel/motels • HRC will have a maximum capacity of 96 individuals at any given time • HRC will not allow walk-ups; only those with a referral can be screened • HRC will offer supportive services on-site <ul style="list-style-type: none"> a. case management; b. counseling; c. meal delivery; d. limited medical treatment; e. life skills training; f. job placement; g. interim housing and; h. permanent housing placement. <p>HRC operation will adhere to the Operating Understanding and Provisions contained in Exhibit B of the Interlocal Agreement between Palm Beach County and the City of West Palm Beach, City Ordinance No. 4235-09, County Resolution No. R2010-0137 (Attachment 1).</p>

B. Services: Services provided to any individual or family member that is homeless or at risk of homelessness and requests services from the HRC.

Service	Scope
Intake and Screening of Clients in coordination with HOT	<ul style="list-style-type: none"> • Client interview. • Collect basic demographics and enter all relevant data in CMIS. • Complete background screening. • Determination of admission eligibility. • Maintain log of inquiries for service. • Screen for entitlement benefits. • Log and secure belongings. • Screen for weapons, contraband, and dangerous and illegal substances; address based on findings coordinate with Security.

Client Assessment	<ul style="list-style-type: none"> • AGENCY will coordinate assessments of individuals with the Homeless Outreach Team (HOT) that will be stationed at the HRC. • AGENCY will oversee coordination of assessments for homeless families with Adopt-A-Family. • AGENCY will assess presenting issues. • AGENCY will assess referral to vocational training as indicated. • AGENCY will refer clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as needed.
Client Engagement	<ul style="list-style-type: none"> • AGENCY will build relationships with homeless persons and families.
Information and Referral	<ul style="list-style-type: none"> • AGENCY will staff twenty-four (24) hour information line to provide homeless assistance and referral.
Client Service Delivery	<ul style="list-style-type: none"> • AGENCY will establish methodology as the basis for providing services to homeless individuals and families. Provide community outreach and education to inform the community as to the service delivery process
Case Management	<ul style="list-style-type: none"> • AGENCY will develop individual service plans and action steps for each client within three (3) days of client admission and provide on-going monitoring and progress revision as necessary. • AGENCY will coordinate and link to various community services to meet assessed need of client. • AGENCY will establish services for chronic clients. • AGENCY will meet with each resident client individually on a weekly basis to review progress towards established goals and objectives. • AGENCY will establish client discharge planning. • AGENCY will utilize Best Practice or Evidence-Based programs and case management services for all clients referred to the HRC. • AGENCY will provide aftercare for a minimum of six (6) months for clients who have obtained housing and can be located, where no other case manager is available.
Meal /Food Service	<ul style="list-style-type: none"> • AGENCY will coordinate food service with the COUNTY's food service provider as well as transport of food and supplies as needed. The HRC will have a large landing kitchen available for storage and warming. AGENCY shall be responsible for the kitchen activities to include warming food, distribution of food, ordering and storage of supplies, notifying purveyor of dietary issues, cleaning and other activities. Food Service provider's equipment is to be returned in its entirety after each meal. Missing or damaged items are the financial responsibility of the AGENCY. • AGENCY will maintain food supply for clients who arrive outside of meal times and are in need of a meal. • AGENCY will use the COUNTY's food service provider as the primary food provider to the Center. The AGENCY will be responsible for administering all aspects of that Agreement that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide

	<p>the AGENCY with a copy of its agreement with the food service provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.</p> <ul style="list-style-type: none"> • AGENCY will meet all dietary and public health department regulatory standards governing the storage and distribution of food items. • Prior to the AGENCY allowing non-pre-packaged food and beverage from a alternate sources, the AGENCY will develop a food service plan. If the AGENCY elects to provide food service for a single meal or series of meals, the COUNTY reserves the right to accept or reject any part or the entire food service plan,. The AGENCY will be obligated to continue to work with the County's food service vendor if the COUNTY rejects any part of the AGENCY'S plan.
Primary Medical Care	<ul style="list-style-type: none"> • AGENCY will coordinate with the Health Department or other entity to ensure a physical assessment of clients is performed within twenty-four (24) hours of admission to include: <ul style="list-style-type: none"> ○ PPD testing and evaluation ○ HIV screening, counseling and referral as needed ○ Infectious disease screening ○ Follow-up medical services. <p>AGENCY shall ensure availability of after-hours response to client medical emergencies.</p>
Behavioral Health Care	<ul style="list-style-type: none"> • AGENCY will coordinate mental health and substance abuse assessments for each client. • AGENCY will coordinate linkage for treatment and follow-up services for clients based on assessments.
Interim Housing	<ul style="list-style-type: none"> • AGENCY will provide resident orientations to governing facility protocols. • AGENCY will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. COUNTY and Palm Beach County Homeless Advisory Board (HAB) logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to policies and procedures regarding the following: <ol style="list-style-type: none"> a. Use or possession of alcohol or illegal drugs; b. Fighting and/or aggressive behavior; c. Possession of weapons; d. Admission to the program to include coordination with local social, medical and health services providers and law enforcement partners; e. Voluntary admission and discharge procedures and timelines; f. Individual service plans; g. Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, medication storage, and other similar functions; h. Engagement of clients; i. Reporting Adverse Incidents; j. Inappropriate referrals; k. Transportation of clients to HRC or other placement;

	<ul style="list-style-type: none"> l. Rights of clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status; m. Assessment and linkage and the documentation and follow-up processes; n. Authorized and unauthorized client arrivals and departures from the HRC; o. Maintain an inventory of nearby places where individuals regularly congregate; p. Emergency and non-emergency law enforcement calls; q. Participate in neighborhood and community committee meetings as requested by COUNTY. <ul style="list-style-type: none"> • AGENCY will provide interim housing for a combined population of not greater than sixty (60) adult clients. • AGENCY will provide triage beds for up to six (6) adult clients. • AGENCY will provide for and implement routine safety protocols, emergency evacuation and disaster response plans. • AGENCY shall provide oversight of a community vegetable garden and a serenity garden on the premises (for clients only).
Security	<ul style="list-style-type: none"> • AGENCY will coordinate services with a COUNTY contracted security service provider. • AGENCY will implement significant incident reporting for all specified incidents. • AGENCY will maintain compliance with HRC Security Plan.
Transportation	<ul style="list-style-type: none"> • AGENCY will provide for and/or accommodate all off-site appointments for clients when public transportation cannot be used. • AGENCY will administer the COUNTY's contract with a private on demand Transportation Company for referrals when the referring entity chooses not to self-transport. The AGENCY will be responsible for administering all aspects of that agreement that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its agreement with the on demand transportation provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.
Outreach and Referral	<ul style="list-style-type: none"> • AGENCY will coordinate and collaborate with existing outreach providers and referral sources.
Clothing and Client Supplies	<ul style="list-style-type: none"> • AGENCY will provide for receipt and management of donated items and distribution to clients.
Education and Training	<ul style="list-style-type: none"> • AGENCY will provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program. • AGENCY will provide Life Skills Training, which is subject to prior approval by the COUNTY.
Job Training and Placement/Referral	<ul style="list-style-type: none"> • AGENCY will promote a job resource referral program and coordination of services for clients with Workforce Alliance or other comparable employment programs. • AGENCY will offer appropriate referral and information to clients as referenced in their service plan. Develop a referral list with COUNTY input.

	<ul style="list-style-type: none"> • AGENCY will ensure computers with Internet access are made available and provided for client use for job search and training.
Census	<ul style="list-style-type: none"> • AGENCY will maintain census as required by HRC Operating Provisions (Attachment 1).
Client Property Management	<ul style="list-style-type: none"> • AGENCY will coordinate with HRC Security in regards to client security screening upon intake. • AGENCY will develop and implement process for client property intake screening, segregation, cleaning, storage and development of rules/guidelines for what can be retained by the client and what is to be stored.
Client Belongings	<ul style="list-style-type: none"> • AGENCY will inventory and search belongings to ensure they are free of alcohol, drugs, weapons and other contraband, dangerous and/or hazardous materials. • AGENCY will store and/or report prohibited belongings as required by law.
Other	<ul style="list-style-type: none"> • AGENCY will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • AGENCY will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep. • AGENCY will participate on Neighborhood and Corridor Committees. • AGENCY will obtain MOA's with hospitals, behavioral health providers, jails, foster care and community partners as developed by the Continuum of Care and approved by the Lead Entity – Palm Beach County Division of Human Services. • Agency will obtain separate Memorandum of Agreements with Adopt-A-Family and The Lord's Place outlining clear understanding of each entities responsibility.

C. STAFFING:

Service	Scope
Positions	<ul style="list-style-type: none"> • AGENCY will maintain 24 hour staffing.
Background Checks	<ul style="list-style-type: none"> • AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and HRC Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • AGENCY will submit an implementation plan and staff schedule for approval within sixty (60) days of Contract. The plan shall include the Client Handbook; Operations Manual; Life Skill Training Program; New Client Orientation Program; staffing issues (twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; referral list; case management; and HIPAA guidelines, and other policies and procedures.
Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the HRC. AGEONY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff.
Supervision	<ul style="list-style-type: none"> • AGENCY will provide twenty-four (24) hour on-site supervision of the facilities with an extensive on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. The AGEONY shall conduct regular staff and shift change meetings to ensure coordination among staff.
Certifications	<ul style="list-style-type: none"> • AGENCY will ensure all employees will be certified in CPR, AED, First Aid and other required training.
First Aid	<ul style="list-style-type: none"> • AGENCY shall have first aid equipment and supplies maintained on-site with

	staff trained in their use.
D. FACILITIES AND MAINTENANCE:	
Service	Scope
Damage	<ul style="list-style-type: none"> • AGENCY shall be financially responsible for damage caused by clients while under the supervision of the AGENCY. • AGENCY will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Facilities, Development and Operations. Or using the Emergency phone number as provided, for items directly affecting the life/safety of the occupants or structure.
Facility Improvements	<ul style="list-style-type: none"> • AGENCY shall submit Requests for Services to Facilities Development & Operations/Facilities Management Division for any desired improvements to the facility. • AGENCY shall not be permitted to make any improvements to the facility.
Environmental Cleaning	<ul style="list-style-type: none"> • AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY) and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.
Furnishings, Fixtures and Equipment (FFE)	<ul style="list-style-type: none"> • AGENCY will be financially and physically responsible for repair of damaged non-fixed furnishings for any reason. • AGENCY will report the need for repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair. AGENCY will be financially responsible for the repair of all fixtures, equipment and fixed furnishing. • AGENCY will account for donations, including furniture and equipment and other durable goods, which shall become property of the COUNTY for use at the HRC and the Provider will be responsible for tracking and recording donated items in accordance with County policy.
Management of COUNTY-Owned Assets	<ul style="list-style-type: none"> • AGENCY will be responsible for the management of all non-fixed COUNTY owned personal property in accordance with COUNTY policy.
Grounds Maintenance	<ul style="list-style-type: none"> • AGENCY will be responsible for the maintenance of the community vegetable and serenity gardens. AGENCY shall keep grounds free of litter and debris.
Plumbing	<ul style="list-style-type: none"> • AGENCY will ensure that the toilets, sinks, showers and other plumbing fixtures are unclogged and not abused or damaged by clients. The AGENCY shall contact the COUNTY for any failures or major repair requested for plumbing issues that cannot be resolved in-house.
Smoking Areas	<ul style="list-style-type: none"> • AGENCY will enforce designated smoking areas.
Children's Playground	<ul style="list-style-type: none"> • AGENCY will maintain an indoor area for a children's playground and playground equipment and toys following sanitary precautions and any applicable national standards. Any damages will be the responsibility of the AGENCY.
Recreation Area	<ul style="list-style-type: none"> • AGENCY will maintain outside recreation area for adults, including availability of basic sport and recreational equipment.
Bicycles	<ul style="list-style-type: none"> • AGENCY will ensure that children are prohibited from playing or riding bicycles in the parking lot. • AGENCY will designate a secured and locked area to accommodate resident's bicycles.

Automobiles	<ul style="list-style-type: none"> • AGENCY will ensure that no unlicensed vehicles shall be allowed to be parked on the premises.
Tents	<ul style="list-style-type: none"> • AGENCY will not install temporary or permanent tent-like enclosures or coverings on the grounds without prior written permission from the COUNTY and any/all necessary permits from the City of West Palm Beach and/or other authority.
Hazardous Materials	<ul style="list-style-type: none"> • AGENCY will be responsible for all upkeep of storage areas. Gasoline, flammable products, propane tanks and yard/garden equipment are to be kept in a separate storage area away from the facilities. • AGENCY will obtain approval from the COUNTY for the storage of all products which require monitoring or environmental controls such as gasoline, flammable projects, paint, solvents, cleaning chemicals, etc. • AGENCY shall submit in their request the MSDS for the product, the storage location and type that meets the requirements and shall be responsible for all costs associated with same.
Permits and Licenses	<ul style="list-style-type: none"> • AGENCY will be responsible for posting all applicable copies of safety and licensing permits and shall maintain such permits on file/posted. Be responsible for obtaining and maintaining an occupational license.
Security	<ul style="list-style-type: none"> • AGENCY will coordinate duties of security personnel with the COUNTY's security provider's personnel working during each shift pursuant to the HRC Security Plan.
Laundry and Linen Service	<ul style="list-style-type: none"> • AGENCY will coordinate linen service with COUNTY laundry service provider. AGENCY shall be responsible for storing, sorting, bagging and transporting dirty linen and picking up clean linen. AGENCY will be responsible for administering all aspects of the agreement or MOU that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its agreement/MOU with the laundry service provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY. • AGENCY will responsible for onsite laundry equipment for the personal use of clients to include 1) provision of laundry detergent, cleanliness and general operational guidelines, 2) regulatory issues such as monitoring and maintain hot water logs, and 3) financial and physical repair and replacement of equipment.
Computers	<ul style="list-style-type: none"> • AGENCY will ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing client and program information as well as related support are secured and policies regarding computer use are adhered to.
Fire Drills	<ul style="list-style-type: none"> • AGENCY shall conduct or otherwise assist with required fire drills as per COUNTY policy.
Client Mail	<ul style="list-style-type: none"> • AGENCY will oversee the assignment of client mailboxes and voice mailboxes.
Records to be available for review as needed by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Daily activity log schedule and a monthly calendar. • Training modules. • Client Satisfaction surveys. • Pre and post evaluation (where applicable). • Follow-up/statistical data logs. • Client records.

E. BUDGET/FISCAL ACCOUNTABILITY:

Service	Scope
Budget	<ul style="list-style-type: none">• AGENCY will annually submit a detailed operating budget to the COUNTY; which includes specific line items and corresponding proposed amounts. The proposed budget shall also include the source of funding.
Audit	<ul style="list-style-type: none">• AGENCY will use established and generally accepted accounting practices. An audit of each year while under Contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY's expense. All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none">• AGENCY will provide reports, records, memoranda, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY, in such a manner and at such times as may be required by the COUNTY and/or any grantors.
Expenses and Reimbursement	<ul style="list-style-type: none">• AGENCY will be responsible for all operational expenses including but not limited to fixed, pay and cell telephones, printing, postage, shipping and cleaning supplies.• AGENCY will be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none">• AGENCY will prepare a monthly statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expenses.
Contribution of Operating Expense	<ul style="list-style-type: none">• AGENCY will be responsible to develop fund raising specifically to support costs of the HRC such as back door services.• AGENCY will submit an annual HRC marketing and fund raising plan.• AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County.• AGENCY will coordinate data for grant applications.

I. COUNTY RESPONSIBILITIES:

Service	Scope
Program Oversight and Inspections	<ul style="list-style-type: none">• COUNTY will monitor compliance with contract requirements.• COUNTY will conduct regular desk and file audits.• COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property.• COUNTY will participate on/staff Neighborhood and Corridor Committees.• COUNTY Homeless Outreach Team (HOT) will provide outreach services and assessments at the HRC for individuals and the AGENCY will coordinate with them.
Facility Maintenance and Repair	<ul style="list-style-type: none">• COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the HRC.• COUNTY will be responsible for the repair and maintenance of the major

	<p>components of the HRC facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs and pavement, exterior door and privacy locks on client bedroom doors, unless failure is caused by acts of the AGENCY or occupants. In this event, the AGENCY shall be responsible for paying for the repairs. AGENCY is responsible for reporting damaged and broken items to the COUNTY for repair.</p> <ul style="list-style-type: none"> COUNTY will conduct preventative maintenance for major components such as heating, air-conditioning, water, sewer, air quality and roof to ensure the structures of the HRC facilities in accordance with all applicable building codes.
Routine Maintenance	<ul style="list-style-type: none"> COUNTY will ensure the proper operation of and coordinate with the AGENCY on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations. COUNTY will ensure that the buildings have smoke detectors, sprinkler systems and fire extinguishers for each floor that conform to all safety rules and regulations. County will observe fire drills and review fire drill documentation.
Pest Control	<ul style="list-style-type: none"> COUNTY will contract for interior and exterior pest control.
Janitorial Services	<ul style="list-style-type: none"> COUNTY will contract for janitorial services of all common areas.
Telephones and Computers	<ul style="list-style-type: none"> COUNTY will provide telephones and computers for Agency's staff use.
Grounds	<ul style="list-style-type: none"> COUNTY will contract for grounds maintenance.
Food Service	<ul style="list-style-type: none"> COUNTY will contract with a food service provider for three (3) meals a day including nutrition planning.
Laundry	<ul style="list-style-type: none"> COUNTY will contract with a laundry service provider for the laundering of bedding and towels.
Security	<ul style="list-style-type: none"> COUNTY will contract with a security service provider 24 hours per day, 365 days per year.

EXHIBIT B (Page 1)
UNITS OF SERVICES AND BUDGET ALLOCATION

Agency: Gulfstream Goodwill Industries
Service/Program: Homeless Resource Center

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
Mobilization- Initial implementation and start up of Homeless Resource Center. Mobilization funds must be expended on Homeless Resource Center eligible activities as defined by Scope of Work. Any mobilization funds approved by the COUNTY to be carried forward through a contract extension will be expended on Homeless Resource Center participants within the contract renewal period.	1	\$101,002
HRC Operations: A unit of service is defined as one day of service. Operations includes but is not limited to: <u>Case Management</u> which encompasses: outreach & engagement, program eligibility determination, intake & assessment housing & service plan development, case note entry, linkage & referral to community & mainstream resources, case management sessions, referral & linkage to housing placement, job placement assistance, legal assistance, credit repair & budgeting, financial assistance, monitoring, and evaluating program participant performance, data entry into CMIS, clinical case management supervision, clinical risk management supervision, attendance of meetings & staffing, rapid re-housing placement & follow up, initial and ongoing professional training & certification/ licensing fees, computer, cell phone utilization, and mileage. <u>Housing Services</u> which encompasses 24 hour supervision of residents, tracking bed utilization, meal coordination, oversight of laundry services and onsite laundry equipment, coordination of hot box and room heaters (bed bugs), logging and securing of participant's belongings, room assignments, coordination of life skills training, coordination of computer utilization by participants and computer supplies, coordination of participant supplies, coordination of housing inspections and landlord negotiations for Rapid Re-Housing. <u>Engagement</u> services which activities that build relationships with homeless persons and families, data entry into CMIS. <u>Operations</u> which conducting & evaluating background screenings, coordination of screening for weapons, coordination of day-to-day operations and on-site services, coordination of neighborhood meetings and issues, marketing HRC, conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service provider meetings, preparation and distribution of reports as required, coordination of	135	\$1,926.15

Exhibit B (Page 2)

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
volunteers & clothes closet, coordination of security and transportation, coordination of reception services and 24-hour phone line, coordination of health care services. <u>Nursing</u> services which encompasses a health screening and evaluation, first aid, maintain medical records, referral and linkage to medical services. <u>Transportation</u> services which encompasses conducting travel for participants, laundry and meals, fuel, insurance, ongoing maintenance and tracking and recording of mileage.		
Administration: A unit of service is defined as day of operations. Administrative services encompass: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, CMIS, and funding reports as required, grant writing, payment of leases (first and last month) & utilities, general fiscal accounting and auditing of expenditures, supervision of staff, cell phone utilization, and mileage.	105	\$368.26

BUDGET ALLOCATIONS:

HRC Mobilization Authorized	\$ 101,002
HRC Operations Authorized	\$ 260,030
Leasing & Utilities (Off Site) Authorized	\$ 103,143
Bus Passes Authorized	\$ 2,270
Administration Authorized	\$ 38,667
Total Authorized	\$ 505,112

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by AGENCY directly in connection with AGENCYs performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits will be based on actual costs. Back-up documentation for actual expenditures will be reviewed at the time of on-site monitoring.

Exhibit C

Date_____

AMOUNT OF REIMBURSEMENT REQUEST: \$_____

FOR MONTH OF: _____

I hereby certify that by personal examination of the records of this Agency 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 # _____.

Authorized Agency Representative

Exhibit D

Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services 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
HRC Operations									
Administration									
Bus Passes									
Leasing Expenses									
Utility Payments									
Mobilization									
HRC 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 E

Monthly Schedule of Payment for Rapid Re-housing Leasing

Reimbursement Month and Year: _____

[illegible]

The following must be available during on-site program monitoring: lease, proof of housing inspection, and proof of payment for lease and security deposit. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security deposits will be based on actual costs.

Exhibit F

Monthly Schedule of Utility Payments for Rapid Re-Housing

Reimbursement Month and Year: _____

Client Initials	Unique Identification Number	Cost of Utility Payment	Reimbursement Request
Total Financial Assistance Request			

The following must be available during on-site program monitoring: proof of utility bill and proof of deposit payment. Reimbursement is for utilities or deposits and will be based on actual costs. No late fees or back payments will be reimbursed

Exhibit G

Monthly Schedule of Bus Passes for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Type of Pass Daily / Monthly	Bus Pass #	Cost of Bus Pass	Reimbursement Request
Total Request					

The following must be available during on-site program monitoring: proof of payment for bus passes. Reimbursement for bus passes will be based on actual costs.

Exhibit H

PROGRAM MANAGEMENT AND OUTCOMES

Service	Scope: To evaluate the delivery of services to the residents and to monitor the contract, the following information and/or statistics shall be maintained by the AGENCY and submitted to COUNTY unless otherwise designated as follows:
Daily	<ul style="list-style-type: none"> At designated time established by the COUNTY, AGENCY will submit daily census of interim housing, triage beds, engagement center, and family and adult interim housing beds to the COUNTY.
Monthly Report to COUNTY	<ul style="list-style-type: none"> Demographic overview of the clients sheltered and number of those on waiting list; Occupancy/Utilization rate (daily, weekly, monthly) unduplicated; Length of stay per person or family; Reason for referral to interim housing and source of referral; Applicants discharged or terminated, where they went and the reason for discharging if not planned; Number of clients readmitted into the program after discharge, noting length of time after discharge; Significant Event Incident Reporting to be completed within three (3) working days. Priority Incidents will be reported within two (2) hours; Priority Incidents include: <ul style="list-style-type: none"> Client Death Sexual Battery Suicide Attempt Negative Media Attention/ Media coverage Other event that includes something other than natural causes or out of the ordinary events such as tornado, kidnapping, riot hostage situation, which jeopardizes health, safety, and welfare of clients. Status of facility operations; and Documentation of revenue such as from donations, fundraising or grants received, volunteer hours/value and in-kind donations.
Quarterly Report to COUNTY	<ul style="list-style-type: none"> Program effectiveness (i.e., Client goals achieved, discharge placement, employment status); Follow up three months after discharge; Other requirements per HUD, Federal, State and Local regulations; and All relevant data to complete quarterly reports as required by the COUNTY contract.
Annually	<ul style="list-style-type: none"> Federal and State reporting as required by funding source. Submit a report of HRC operations and accomplishments upon completion of the first six (6) months of HRC operation, upon completion of the first year of operation and every year thereafter with content to be specified by COUNTY.

EXHIBIT "B"

OPERATING UNDERSTANDING AND PROVISIONS

The following represents the pre-purchase understanding of the parties with regard to the development and operation of the Homeless Resource Center (HRC). The Homeless Resource Center (hereinafter HRC) shall be operated in accordance with the provisions set forth herein. Any amendment or modification to the provisions of this Exhibit shall require approval by both the City of West Palm Beach (City) and Palm Beach County (County) as set forth herein. Nothing herein shall be construed to prohibit an alternative/permissible use of the site in place of or in conjunction with the HRC, subject to compliance with the Zoning and Land Development Regulations Code for the City of West Palm Beach, Florida.

1. The HRC shall be subject to all existing City ordinances, as may be modified from time to time, to the fullest extent applicable. The terms and stipulations herein shall not be construed to extend any exemption or preferential treatment to the HRC, or to minimize the effect of any applicable code requirement.
2. The City Attorney's Office, in cooperation with the Police Department (WPBPD), Neighborhood Services Division, Planning Department, and City Administration, amongst any other applicable and appropriate City department and/or division, shall evaluate the area surrounding the HRC to determine if there are any ordinances that need to be considered for modification or any new ordinances that can be adopted to lessen the cumulative impact of the social services, health and medical providers on adjacent residential and business property owners. This evaluation shall occur on not less than a quarterly basis per annum for the first two (2) years of HRC operations, and shall be conducted on an as-needed basis thereafter as determined by the City. This evaluation shall include, but not be limited to, reconnaissance of the 45th Street corridor extending from I-95 to the west and Flagler Drive to the east; reconnaissance of the residential neighborhoods and institutional facilities adjacent thereto; consideration of relevant public correspondence received and testimony presented during each monitoring period and since initial commencement of the evaluation procedure required herein; as well as consideration of any relevant information that is contained within any oral and/or written report related to the HRC, as required herein. Any new ordinances or modifications to existing ordinances shall be enacted only with sufficient findings of fact that satisfy standard legal requirements and that would reasonably be believed to survive any legal challenge, as determined by the City Attorney.
3. No expansion of the existing buildings, or construction of a new building(s) intended for human occupancy and associated with the use of the property as an HRC only, shall be permitted without the prior authorization of the City Commission sitting in their proprietary capacity. This shall not be construed to prohibit repairs, maintenance, renovation, and/or replacement to equivalent intensities and physical conditions in the event of a casualty loss.
4. The HRC shall be limited to a maximum of six intake beds and sixty (60) interim housing beds at any given time.

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5. In addition to the clients which are assigned to interim housing, the engagement center shall be limited to a maximum of thirty (30) clients at any given time who are actively engaged in services of the HRC. Palm Beach County shall develop policies and procedures for the admission of clients from referral sources. These policies and procedures shall serve as a standard operating protocol that responds to, and effectively communicates, facility operational capacity availability in advance of client delivery to the HRC.
6. The goal of the HRC shall be to place clients in permanent housing facilities not more than sixty (60) days following admission. The maximum permissible duration of stay by a client of the HRC shall be ninety (90) consecutive days. Palm Beach County shall develop a standard operating protocol for placement of clients that remain without a permanent housing accommodation upon a stay of ninety (90) consecutive days.
7. The HRC shall remain open and operational twenty-four (24) hours per day, seven days per week, including holidays except in circumstances reasonably beyond the control of the County such as emergencies, acts of god, war or terrorism.
8. Client admissions shall be by referral only. Admission of walk-ups (i.e. Clients arriving without referral) shall be prohibited, unless and/or until otherwise agreed to by the City and County Commissions via written amendment. Clients arriving without referral during any prohibition period shall be directed to a designated interior space within the HRC and evaluated for placement outside of the HRC or otherwise returned to a place of origin. Upon completion of the first (1st) year of the HRC operations, and as part of the status report required herein, City and County will review performance and consult the HRC Committee for purposes of evaluating the prohibition on walk-ups and consideration of the written amendment referenced above. Any change to this policy requires a super majority vote of the City Commission.
9. Admission of any individual that is registered as a sexual predator, sexually violent predator or sexual offender shall be prohibited. Client screenings conducted during the initial client intake and evaluation or referral process shall include appropriate measures and methods to identify such individual registration status. Registered individuals shall be referred to a temporary shelter or other alternative accommodation that is specifically designated for use by sexual predators and sexual offenders. An inventory of nearby places where children regularly congregate, such as schools, designated public school bus stops, child care facilities, playgrounds and parks shall be retained by HRC staff and utilized to appropriately refer registered individuals from the HRC. PBSO will be called to respond to the HRC to handle any individual whose intake and evaluation process reveals an offense that requires registration, but is not registered.
10. Client admissions shall be coordinated with local social, medical and health service providers such as, but not limited to St. Mary's Medical Center, Columbia Hospital, Healy Center, Oakwood Center, Hanley Center, etc., to the extent practical and feasible, in order to capture opportunities for placement upon

Attachment 1:3

homeless client discharge from such facilities. This provision shall not be misconstrued to establish any prioritization or preferential treatment for client admissions, or to create conflict with any adopted protocols for the HRC or of any other relevant facility.

11. Palm Beach County shall develop and enforce a standard operating protocol to address both authorized and unauthorized client arrivals and departures from the HRC. This protocol shall be provided to the City of West Palm Beach for review and input prior to implementation. The City shall have sixty (60) days to provide input to Palm Beach County prior to implementation of the protocol. Sample protocols include, but are not necessarily limited to, a mandatory client admission contact; an admission prohibition period following unauthorized departure; mandate for advance notice of tardy returns following an authorized departure; permissible circumstances and scenarios for routine departures; etc.
12. Security personnel shall be in attendance and on duty twenty-four (24) hours per day, seven days per week. No exceptions shall be permitted for holidays or weekends. Security duties shall include, but not be limited to, surveillance of the grounds and interior spaces; vehicular and pedestrian access and departure management; and assignments in support of routine daily operations. Requests for assistance from the security personnel or center personnel for emergency response will be submitted through 9-1-1 dispatch or equivalent emergency communication system. Requests from the security personnel or center personnel for law enforcement response to non-emergency events shall be directed to the Palm Beach County Sheriff's Office (PBSO).
13. Reasonable security measures including, but not limited to client screenings upon entry to the HRC; client curfew imposition and enforcement; no tolerance response to illegal behavior, use of alcohol, and possession/use of illegal substances or personal property; designated client areas; intrusion prevention devices; door monitoring equipment; sufficient exterior lighting; and the like shall be employed on an ongoing basis to maintain satisfactory security throughout the course of routine daily operations. Palm Beach County shall prepare a Comprehensive Security Plan and provide same to the City of West Palm Beach for review and input prior to the issuance of a Certificate of Occupancy (CO). This plan shall include, but not be limited to (1) measures for securing the buildings and grounds, patrol of the buildings and grounds, and screening of client history; (2) guidelines for security personnel and center staff to use in determining whether an emergency or non-emergency law enforcement response is appropriate; and (3) procedures for City Police to refer mis-directed 911 calls to PBSO for response.
14. The HRC shall include a Health Clinic or similar service component, which shall remain open, and/or have access to services twenty-four (24) hours per day, seven days per week, including holidays, to provide first aid, evaluation and limited medical services to the HRC clientele.
15. Partnership(s) with a public medical service provider(s) such as, but not limited to, the Palm Beach County Health Department, shall be pursued to deliver primary care and basic medical services to the HRC clientele after the normal business hours of the public health centers.

Attachment 1:4

16. The existing driveway, curb cut and gate at Windsor Avenue shall be removed; the corresponding areas restored to City standards prior to issuance of a Certificate of Occupancy (CO) for the HRC; a continuous fence of equivalent material and height as the existing fence installed along the frontage of Windsor Avenue prior to the issuance of a Certification of Occupancy (CO); and no new driveway connection permitted to Windsor Avenue thereafter.
17. Except for deliveries and use of designated outdoor client areas and recreation facilities, all recurring daily operations, programs and activities shall be conducted indoors.
18. Provision of services shall be limited to clients of the HRC only. At no time shall the HRC be utilized for food distribution or to deliver similar or related services to the general homeless population at large. Such services include primary healthcare services, or provisional accommodation for intermittent overnight stays.
19. At no time shall the HRC be utilized in whole or in part, direct or indirectly, as a day labor employment service establishment or otherwise engage in job placement activities that are intended to provide temporary day or manual labor services. This shall not be construed to prohibit any activity or service that is related to the ongoing permanent employment of a HRC client.
20. Palm Beach County shall develop a policy for the transportation of HRC clients to places of employment and services located beyond a reasonable and/or customary walking distance from the HRC. This policy shall not preclude HRC clients from accessing mass transit facilities and vehicles, local employment opportunities and/or engaging in other sanctioned activities that do not require motorized transportation services. To maintain motorized transportation services, Palm Beach County shall retain the existing public bus stops located in the immediate vicinity of the HRC or otherwise provide for equivalent public bus stops or service for the duration of the HRC operations.
21. New and/or replacement freestanding identification signage fronting on 45th Street shall be limited as follows:
 - a. Maximum sign height, measured from finished grade to highest point: five (5) feet;
 - b. Maximum sign face area per side: forty (40) square feet;
 - c. Maximum number of signs: one (1);
 - d. Style: monument only; and,
 - e. Sign content shall be limited to address, proper names and/or titles, and/or an official government seal(s) only. This content limitation shall also apply to any reuse of the existing sign.
22. Freestanding identification signage fronting on Windsor Avenue shall be prohibited.

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23. References to "homeless", "transitional", "transient", "shelter", or other similar terminology that is intended to characterize or otherwise identify the HRC clientele and/or use shall be prohibited on all exterior signage.
24. Palm Beach County shall establish and enforce a "no loitering" policy to prohibit the HRC clients and interim housing residents from loitering on the premises. Additionally, signage intended to discourage and prohibit loitering shall be strategically posted throughout the site. Activity that violates the intent of such policy and signage shall be handled first by the on-site security personnel with response from law enforcement personnel as necessary.
25. The County shall develop the plans for renovation of the facility after considering the requests and concerns of representatives of the public. A panel comprised of interested participants from the adjacent residential communities and non-residential facilities shall be assembled by the City and utilized for this purpose. As part of the permit submittal (to the City of West Palm Beach) the County shall provide a narrative identifying the types and dates of communication with the public, the items which were included or modified as a result of such input and any items that remain unresolved. The City, in its proprietary capacity, shall review such narrative only to determine if the County complied with the terms of this agreement. To the extent that the design is consistent with the terms of this agreement, but unresolved issues with the public remain, the City agrees that it will not use building code review process as the vehicle to cause or force the County to modify its design to address the issues of the public. The City's recourse is that described in this Agreement.
26. A representative of Palm Beach County or appropriate designee(s) shall be appointed to participate on any committee that is established by the City to address issues, concerns, and/or other collective interests affecting or otherwise applicable to the segment of 45th Street extending in whole or in part from I-95 to the west and Flagler Drive to the east.
27. A neighborhood committee shall be formed to monitor HRC operations and adherence to the provisions herein. The parties acknowledge that monitoring will necessarily include site visitations and review of operations. In addition to a Chairperson, the City of West Palm Beach and Palm Beach County shall each appoint six (6) representatives to this committee, for a total committee membership consisting of thirteen (13) representatives. The Chairperson of this committee shall be a member of, and appointed by the Chairperson of, the Palm Beach County Homeless Advisory Board. The committee shall meet as necessary and provide input for incorporation into status reports as required herein.
28. A representative of Palm Beach County or appropriate designee(s) shall voluntarily accept any periodic request(s) for participation at neighborhood meetings or other organized community meetings involving West Palm Beach citizens, business representatives, or other special interests with reasonable cause for interest in the HRC.
29. A representative of Palm Beach County or appropriate designee(s) shall coordinate with PBSO to develop policies and law enforcement training materials

Attachment 1:6

to be presented to the Palm Beach County Law Enforcement Planning Council for the purpose of adopting standard operating protocol for law enforcement personnel's interaction with the homeless population and endorsing a countywide policy that is intended to minimize or prevent the unwarranted referral of homeless individuals to the HRC. The standard protocol will also include training on the identification of nuisance or criminal behavior which could occur on properties leading to and surrounding the HRC which may be specifically related to the issue of homelessness and/or the operation of the HRC. Through a countywide effort to be coordinated by Palm Beach County, law enforcement agencies and personnel will be instructed on how to report any such identified behavior through West Palm Beach Police and/or Palm Beach County Sheriff's Office personnel. Palm Beach County will proceed in good faith to conclude this effort through execution of a Memorandum of Understanding with each law enforcement agency.

30. Palm Beach County shall retain responsibility for oversight, management and control of daily HRC operations at all times. This shall not be construed to prohibit the utilization of contracted professionals, providers and/or operators to administer programs and deliver services to the clientele of the HRC.
31. For purposes of this exhibit, the Director of Palm Beach County Facilities Development & Operations Department (FD&O) or designee shall serve as the primary point of contact for any questions, concerns and/or complaints related to the operation, maintenance and/or ancillary impacts of the HRC.
32. At no time and under no circumstance shall Palm Beach County advertise or otherwise promote the HRC to any homeless population located outside of Palm Beach County.
33. The West Palm Beach HRC is the first HRC to be developed as part of an eventual system of HRCs located throughout Palm Beach County. Upon complete implementation of the "10 Year Plan to End Homelessness in Palm Beach County" and operation of the multiple HRC facilities envisioned therein, homeless individuals shall be directed or referred to the HRC located nearest to their point of collection to the greatest extent possible and practical given prevailing facility operational capacities and vacancies, individual situations and circumstances, and/or other reasonable considerations that directly influence a logical placement of homeless clientele.
34. Palm Beach County shall provide the City Commission with a status report of HRC operations, accomplishments, countywide HRC facility planning efforts, and other information regarding the HRC that is available to Palm Beach County. Such reports shall be provided upon completion of the first six (6) months of the HRC operations, upon completion of the first (1st) year of the HRC operations, and upon completion of the second (2nd) year of the HRC. Thereafter, Palm Beach County shall respond to City Commission requests for a status report on an as-needed basis.

Client#: 79557

GULFSGOO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	CONTACT NAME: Laura DiPersico PHONE (A/C, No, Ext): 561 209-1682 FAX (A/C, No): 866 795-1370 E-MAIL ADDRESS: ldipersico@niagroup.com
INSURED Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins INSURER B: CastlePoint National Ins INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058 40134

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK811069	12/28/2011	12/28/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK811069	12/28/2011	12/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB369233	12/28/2011	12/28/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WSRSWC000255051104	06/01/2011	06/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		PHSD702696	12/28/2011	12/28/2012	\$1,000,000 Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Homeless Resource Center, 1000 45th Street, West Palm Beach, FL 33407

Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Bd Of Cty
Commissioners
Attn: Georgiana Devine 810
Datura St., #250
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Adopt-A-Family of the Palm Beaches, 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 59-2471253.

Whereas the AGENCY has proposed providing services in the Homeless Resource Center(HRC); 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 to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 13. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

ARTICLE 2 – SCHEDULE

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

The parties may, by mutual agreement, extend this contract for up to 4 additional years. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service Units" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 1st of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

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

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed Four Hundred Thirty Seven Thousand Eight Hundred Thirty Six Dollars (\$437,836). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where

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

The program, unit cost definitions and budget allocation for this contract year are set forth in Exhibit B.

All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Authorized Agency Representative.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit D) and Exhibits E-K as appropriate.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, 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. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. 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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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.

In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

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 for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract.

ARTICLE 7 - 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. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by 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 \$1,000,000 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 \$1,000,000 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. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. **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.
- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The

COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 28, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

ARTICLE 8 - 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 attorneys 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 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 10 - 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 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.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. Level 2 Criminal Background Checks will be done within 30 days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

ARTICLE 11 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation or gender identity and expression.

ARTICLE 12 - 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 13 - 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 and unit cost delivery of services, Exhibit B are adhered to. By the tenth of each month, a spreadsheet documenting all monthly expenditures must be submitted to the Department for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis and reported in accordance with Exhibit L. 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. The AGENCY must maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- 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 14 – 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 three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY,

its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

- 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. Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human Program & Contract Manager
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 15 - CONFLICT OF INTEREST

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 hereunder, 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 shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the

COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 16 - 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 16, Paragraph A.
- D. In the statement specified in Article 16, 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 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 18 - 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 19 - CONTINGENT FEES

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

ARTICLE 20 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 21 - PUBLIC ENTITY CRIMES

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 22 - 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 23 – ARREARS

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. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440.

ARTICLE 25 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate 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:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

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.

Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 – SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

Wendy Tippet, Executive Director
Adopt-A-Family of the Palm Beaches
1712 2nd Avenue North
Lake Worth, Florida 33460

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

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: _____
Shelley Vana, Chair

WITNESS:

AGENCY:

Kathryn Spencer
Signature

Adopt-A-Family of the Palm Beaches, Inc.
AGENCY's Name Typed

Kathryn Spencer
Name Typed

BY: Wendy Tippet
Signature

59-2471253
AGENCY's Federal ID Number

Wendy Tippet
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

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

**APPROVED AS TO TERMS AND
Department of Community Services**

[Signature]
Assistant County Attorney

By: Channell Wilkins
Channell Wilkins, Director

EXHIBIT A

**SCOPE OF WORK
HOMELESS RESOURCE CENTER OPERATION
Adopt-A-Family**

A. HRC Operations: Understanding and Provisions

Service	Scope
Operations (1000 45 th Street WPB)	<ul style="list-style-type: none">• HRC will serve homeless individuals and families• HRC will be open 365 days a year on a 24 hour basis• HRC's goal is to assist individuals and families in becoming self-sufficient and engaging in a productive lifestyle, thereby ending homelessness.• HRC will serve as the initial entry point into the homeless services delivery system• HRC will provide residential beds for homeless individuals for up to 90 days• HRC will provide interim housing for families in hotel/motels• HRC will have a maximum capacity of 96 individuals at any given time• HRC will not allow walk-ups; only those with a referral can be screened• HRC will offer supportive services on-site<ul style="list-style-type: none">a. case management;b. counseling;c. meal delivery;d. limited medical treatment;e. life skills training;f. job placement;g. interim housing and;h. permanent housing placement. <p>HRC operation will adhere to the Operating Understanding and Provisions contained in Exhibit B of the Interlocal Agreement between Palm Beach County and the City of West Palm Beach, City Ordinance No. 4235-09, County Resolution No. R2010-0137 (Attachment 1).</p>

B. Services:

Adopt-A-Family (AGENCY) will serve as HRC Vendor for homeless families

Service	Scope
Intake and Screening of Clients	<ul style="list-style-type: none">• Client interview.• Collect basic demographics and enter all data in CMIS.• Complete background screening• Determination of admission eligibility.• Maintain log of inquiries for service.• Screen for entitlement benefits.• Log and secure belongings.• Screen for weapons, contraband, and dangerous and illegal substances; address based on findings.

Client Assessment	<ul style="list-style-type: none"> • AGENCY will oversee coordination of assessments for homeless families. • AGENCY will assess presenting issues. • AGENCY will assess referral to vocational training as indicated. • AGENCY will refer clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as needed.
Client Engagement	<ul style="list-style-type: none"> • AGENCY will build relationships with homeless families.
Information and Referral	<ul style="list-style-type: none"> • AGENCY will establish a method for linkage and referral to community partners.
Client Service Delivery	<ul style="list-style-type: none"> • AGENCY will establish methodology as the basis for providing services to homeless families. Provide community outreach and education to inform the community as to the service delivery process
Case Management	<ul style="list-style-type: none"> • AGENCY will develop individual service plans and action steps for each household within three (3) days of placement and provide on-going monitoring and progress revision as necessary. • AGENCY will coordinate and link to various community services to meet assessed need of client. • AGENCY will establish services for chronic homeless families. • AGENCY will make contact with each household individually on a weekly basis to review progress towards established goals and objectives. • AGENCY will establish discharge planning. • AGENCY will utilize Best Practice or Evidence-Based programs and case management services for all clients referred to the HRC. • AGENCY will provide aftercare for a minimum of six (6) months for families who have obtained housing and can be located, where no other case manager is available.
Meals	<ul style="list-style-type: none"> • AGENCY will assist homeless families placed in interim housing with a plan to address the nutritional needs of the household while in interim housing.
Primary Medical Care	<ul style="list-style-type: none"> • AGENCY will coordinate with the Health Department or other entity to ensure a physical assessment of clients is performed within twenty-four (24) hours of admission to include: <ul style="list-style-type: none"> ○ PPD testing and evaluation ○ HIV screening, counseling and referral as needed ○ Infectious disease screening ○ Follow-up medical services.
Behavioral Health Care	<ul style="list-style-type: none"> • AGENCY will coordinate mental health and substance abuse assessments for each client. • AGENCY will coordinate linkage for treatment and follow-up services for clients based on assessments.

Interim Housing	<ul style="list-style-type: none"> • AGENCY will provide orientation to families in interim housing regarding program policies and procedures while in housing. • AGENCY will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client contracts to ensure a safe, sanitary and community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. COUNTY and Palm Beach County Homeless Advisory Board (HAB) logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to, policies and procedures regarding the following: <ul style="list-style-type: none"> a. Use or possession of alcohol or illegal drugs; b. Fighting and/or aggressive behavior; c. Possession of weapons; d. Admission to the program to include coordination with local social, medical and health services providers and law enforcement partners; e. Voluntary admission and discharge procedures and timelines; f. Individual service plans; g. Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, medication storage, and other similar functions; h. Engagement of clients; i. Reporting Adverse Incidents; j. Inappropriate referrals; k. Transportation of clients to HRC or other placement; l. Rights of clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, marital status, disability or familial status or gender identity and expression; m. Assessment and linkage and the documentation and follow-up processes; n. Authorized and unauthorized client arrivals and departures from the HRC; o. Maintain an inventory of nearby places where children regularly congregate; p. Emergency and non-emergency law enforcement calls; q. Participate in neighborhood and community committee meetings requested by COUNTY. • AGENCY will coordinate with Goodwill regarding the triage beds, up to six (6) adult clients. • Identify interim housing for families. • AGENCY will provide for and implement routine safety protocols, emergency evacuation and disaster response plans.
Security	<ul style="list-style-type: none"> • AGENCY will implement significant incident reporting for all specified incidents. • AGENCY will maintain compliance with the County's HRC Security Plan.
Transportation	<ul style="list-style-type: none"> • AGENCY will provide for and/or accommodate all off-site appointments for clients when public transportation cannot be used. • AGENCY will coordinate with Gulfstream Goodwill related to the COUNTY's contract with a private transportation company for referrals when the referring entity chooses not to self-transport.

Outreach and Referral	<ul style="list-style-type: none"> • AGENCY will coordinate and collaborate with existing outreach providers and referral sources.
Education and Training	<ul style="list-style-type: none"> • AGENCY will provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program. • AGENCY will coordinate client's attendance at of Life Skills Training (if applicable) with The Lord's Place HRC Program.
Job Training and Placement/ Referral	<ul style="list-style-type: none"> • AGENCY will coordinate services for clients with Lord's Place HRC Job Developer, Workforce Alliance or other comparable employment programs. • AGENCY will offer appropriate referral and information to clients as referenced in their service plan. • AGENCY will ensure computers with Internet access are made available and provided for client use for job search and training.
Client Property Management	<ul style="list-style-type: none"> • AGENCY will coordinate with HRC Security in regards to client security screening upon intake. • AGENCY will develop and implement process for client property intake screening, segregation, cleaning, storage and development of rules/guidelines for what can be retained by the client and what is to be stored.
Client Belongings	<ul style="list-style-type: none"> • AGENCY will inventory and search belongings to ensure they are free of alcohol, drugs, weapons and other contraband, dangerous and/or hazardous materials. • AGENCY will store and/or report prohibited belongings as required by law.
Other	<ul style="list-style-type: none"> • AGENCY will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • AGENCY will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep. • AGENCY will participate on Neighborhood and Corridor Committees as requested.

C. STAFFING:

Service	Scope
Positions	<ul style="list-style-type: none"> • AGENCY will maintain staffing for approved hours of operation.
Background Checks	<ul style="list-style-type: none"> • AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and HRC Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • AGENCY will submit an implementation plan and staff schedule for approval within sixty (60) days of Contract. The plan shall include the Client Handbook; Operations Manual; New Client Orientation Program; HIPAA guidelines; staffing issues, schedule, background checks, recruitment, etc.; referral list; case management; and other policies and procedures.
Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the HRC. AGENCY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff.

Supervision	<ul style="list-style-type: none"> • AGENCY will provide on-site supervision with an on-call system to ensure staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. The AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff.
Certifications	<ul style="list-style-type: none"> • AGENCY will ensure all employees will be certified in CPR, AED, First Aid and other required training.
Medical Emergency	<ul style="list-style-type: none"> • AGENCY shall have first aid equipment and supplies for medical emergencies with staff trained in their use.

D. FACILITIES AND MAINTENANCE:

Service	Scope
Damage	<ul style="list-style-type: none"> • AGENCY shall be financially responsible for damage caused by clients while under the supervision of the AGENCY. • AGENCY will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Gulfstream Goodwill who will coordinate with Palm Beach County Facilities, Development and Operations.
Facility Improvements	<ul style="list-style-type: none"> • AGENCY will submit a request for any improvements to the facility to Gulfstream Goodwill who will coordinate the request with Palm Beach County Facilities, Development and Operations.
Environmental Cleaning	<ul style="list-style-type: none"> • AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY) and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.
Furnishings, Fixtures and Equipment (FFE)	<ul style="list-style-type: none"> • AGENCY will be financially and physically responsible for repair of damaged furnishings for any reason. • AGENCY will report the need for repairs to all FFE (excluding furnishings) to Gulfstream Goodwill. AGENCY will be financially responsible for the repair of all FFE (excluding furnishings). • AGENCY will account for fixed assets, including furniture and equipment and other durable goods, which shall become property of the COUNTY.
Management of COUNTY-Owned Assets	<ul style="list-style-type: none"> • AGENCY will be responsible for the management of all non-fixed COUNTY owned personal property in accordance with COUNTY policy.
Plumbing	<ul style="list-style-type: none"> • AGENCY will ensure that the toilets, sinks, showers and other plumbing fixtures are not abused or damaged by clients. The AGENCY shall contact the Gulfstream Goodwill for any failures or major repair requested for plumbing issues that cannot be resolved in-house.
Smoking Areas	<ul style="list-style-type: none"> • AGENCY will enforce designated smoking areas.
Children's Playground	<ul style="list-style-type: none"> • AGENCY will maintain an indoor area for a children's playground and playground equipment and toys following sanitary precautions and any applicable national standards. Any damages will be the responsibility of the AGENCY.
Bicycles	<ul style="list-style-type: none"> • AGENCY will ensure that children are prohibited from playing or riding bicycles in the parking lot. • AGENCY will coordinate with Gulfstream Goodwill the designated area to accommodate bicycles.

Automobiles	<ul style="list-style-type: none"> • AGENCY will ensure that no unlicensed vehicles shall be allowed to be parked on the premises in coordination with Gulfstream Goodwill.
Hazardous Materials	<ul style="list-style-type: none"> • AGENCY will be responsible to coordinate with Gulfstream Goodwill for all upkeep of storage areas. • AGENCY will obtain approval from Gulfstream Goodwill for the storage of any products which require monitoring or environmental controls such as gasoline, flammable projects, paint, solvents, cleaning chemicals, etc.
Laundry and Linen Service	<ul style="list-style-type: none"> • AGENCY will coordinate with Gulfstream Goodwill regarding onsite laundry equipment for the personal use of clients to include 1) provision of laundry detergent, cleanliness and general operational guidelines, 2) regulatory issues such as monitoring and maintain hot water logs, and 3) financial and physical repair and replacement of equipment.
Computers	<ul style="list-style-type: none"> • AGENCY will coordinate with Gulfstream Goodwill to ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing client and program information as well as related support are secured and policies regarding computer use are adhered to.
Fire Drills	<ul style="list-style-type: none"> • AGENCY shall assist with required fire drills as per COUNTY policy.
Client Mail	<ul style="list-style-type: none"> • AGENCY will coordinate with Gulfstream Goodwill regarding the assignment of client mailboxes and voice mailboxes.
Records to be available for review as needed by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Daily activity log schedule and a monthly calendar. • Training modules. • Client Satisfaction surveys. • Pre and post evaluation (where applicable). • Follow-up/statistical data logs. • Client records.

E. BUDGET/FISCAL ACCOUNTABILITY:

Service	Scope
Budget	<ul style="list-style-type: none"> • AGENCY will annually submit a detailed operating budget to the COUNTY; which includes specific line items and corresponding proposed amounts. The proposed budget shall also include the source of funding.
Audit	<ul style="list-style-type: none"> • AGENCY will use established and generally accepted accounting practices. An audit of each year while under Contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY's expense. All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none"> • AGENCY will provide reports, records, memoranda, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY, in such a manner and at such times as may be required by the COUNTY and/or any grantors.

Expenses and Reimbursement	<ul style="list-style-type: none"> • AGENCY will be responsible for all operational expenses including but not limited to cell telephones, printing, postage, shipping and cleaning supplies. • AGENCY will be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none"> • AGENCY will prepare a monthly statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expenses.
Contribution of Operating Expense	<ul style="list-style-type: none"> • AGENCY will be responsible to develop fund raising specifically to support costs of the HRC such as back door services. • AGENCY will submit an annual HRC marketing and fund raising plan. • AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County. • AGENCY will coordinate data for grant applications with Goodwill and County.

I. COUNTY RESPONSIBILITIES:

Service	Scope
Program Oversight and Inspections	<ul style="list-style-type: none"> • COUNTY will monitor compliance with contract requirements. • COUNTY will conduct regular desk and file audits. • COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property. • COUNTY will participate on/staff Neighborhood and Corridor Committees as requested. • COUNTY Homeless Outreach Team (HOT) will provide outreach services and assessments at the HRC for individuals and if appropriate, AGENCY will coordinate with them.
Facility Maintenance and Repair	<ul style="list-style-type: none"> • COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the HRC. • COUNTY will be responsible for the repair and maintenance of the major components of the HRC facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs and pavement, exterior door and privacy locks on client bedroom doors, unless failure is caused by acts of the AGENCY or occupants. In this event, the AGENCY shall be responsible for paying for the repairs. AGENCY is responsible for reporting damaged and broken items to the COUNTY for repair. • COUNTY will conduct preventative maintenance for major components such as heating, air-conditioning, water, sewer, air quality and roof to ensure the structures of the HRC facilities in accordance with all applicable building codes.

Routine Maintenance	<ul style="list-style-type: none"> COUNTY will ensure the proper operation of and coordinate with Gulfstream Goodwill on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations. COUNTY will ensure that the buildings have smoke detectors, sprinkler systems and fire extinguishers for each floor that conform to all safety rules and regulations. County will observe fire drills and review fire drill documentation.
Pest Control	<ul style="list-style-type: none"> COUNTY will contract for interior and exterior pest control.
Janitorial Services	<ul style="list-style-type: none"> COUNTY will contract for janitorial services of all common areas.
Telephones and Computers	<ul style="list-style-type: none"> COUNTY will provide telephones and computers for AGENCY's staff use.
Grounds	<ul style="list-style-type: none"> COUNTY will contract for grounds maintenance.
Food Service	<ul style="list-style-type: none"> COUNTY will coordinate with PROVIDER for a food service ensuring three (3) meals a day.
Laundry	<ul style="list-style-type: none"> COUNTY will coordinate a vendor for laundry services for bedding and towels.
Security	<ul style="list-style-type: none"> COUNTY will contract for on-site security services 24 hours per day, 365 days per year.

EXHIBIT B (Page1)
UNITS OF SERVICES AND BUDGET ALLOCATION

Agency: Adopt-A-Family: Homeless Resource Center

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
Mobilization- Initial start up and implementation of Homeless Resource Center. Mobilization funds must be expended on Homeless Resource Center eligible activities as defined by Scope of Work. Any mobilization funds approved by the COUNTY to be carried forward through a contract extension will be expended on Homeless Resource Center participants within the contract renewal period.	1	\$109,459
HRC Operations: A unit of service is defined as one day of operation. Operations includes but is not limited to: <u>Case Management</u> which encompasses outreach, program eligibility determination, intake & assessment, data entry, housing & service plan development, case note entry, linkage & referral to community & mainstream resources, case management sessions, referral and linkage to housing placement, job placement assistance, legal assistance, credit repair & budgeting, financial assistance, monitoring & evaluating program participant performance, data entry into CMIS, clinical case management supervision, clinical risk management supervision, attendance of meetings & staffing, ongoing rapid re-housing aftercare, initial & ongoing professional training & certification/ licensing fees, computer, cell phone utilization, & mileage. <u>Housing Services</u> which encompasses tracking of interim bed utilization, coordination regarding on- site laundry services & onsite laundry equipment, logging & securing of participant's belongings, computer utilization by participants & computer supplies & participant supplies, coordination of hotel/motel utilization, coordination of available permanent housing options including inspections & landlord negotiations, coordination of available community resources. <u>Engagement</u> services encompass: activities that build relationships with homeless persons and families, data entry into CMIS. <u>Operation</u> services encompass conducting & evaluating background screenings, hiring & supervision of HRC Staff, coordination with Gulfstream Goodwill regarding screening for weapons, hot box (bed bugs) utilization, day to day operations with on-site services, attendance at neighborhood meetings and issues addressed at neighborhood meetings, marketing HRC,	135	\$1091.22

Exhibit B (Page 2)

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service provider meetings, preparation and distribution of reports as required, development and oversight of Policies and Procedures for the HRC Family Services. <u>Transportation</u> services encompass conducting travel for participants, fuel, insurance, ongoing maintenance and tracking and recording of mileage.		
Administration: A unit of service is defined as a day of operation. Administrative services encompass: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, CMIS, and funding reports as required, grant writing and budget preparation (to support housing programs/interventions to benefit HRC clients, payment of leases & utilities, general fiscal accounting and auditing of expenditures, supervision of staff, internal organizational meetings, cell phone utilization, and mileage.	105	\$380

BUDGET ALLOCATIONS:

Mobilization Authorized	\$109,459
HRC Operations Authorized	\$147,314
Hotel/Motel Authorized	\$47,920
Food Authorized	\$6,876
Child Care Authorized	\$ 20,850
Leasing and Utility (Off Site) Authorized	\$ 51,577
Bus Passes/Gas Vouchers Authorized	\$ 1,915
Family Reunification Authorized	\$12,122
Administration Authorized	\$39,803
Total Authorized	\$437,836

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by AGENCY directly in connection with AGENCYs performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits will be based on actual costs. Back-up documentation for actual expenditures will be reviewed during desk audits and on-site monitoring.

Exhibit C

Date_____

AMOUNT OF REIMBURSEMENT REQUEST: \$_____

FOR MONTH OF: _____

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

_____.

Authorized Agency Representative

Exhibit D

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

Reimbursement Month and Year: _____

Agency Name:
Contract Year:

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
Operations									
Family Reunification									
Bus Passes/Gas Vouchers									
Child Care									
Food									
Leasing Expenses									
Utility Payments									
Mobilization									
Administration									
HRC									
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 E

Monthly Schedule of Payment for Rapid Re-housing Leasing for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	# of BR's/ FMR	Actual Leasing Cost	% of Leasing Cost	Cost of First/Last	Reimbursement Request
Total Asst						

The following must be available during on-site program monitoring: lease, proof of housing inspection, and proof of payment for lease and security deposit for HRC clients. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security deposits will be based on actual costs.

Exhibit F

Monthly Schedule of Utility Payments for Rapid Re-Housing for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique Identification Number	Cost of Deposit	Cost of Utility Payment	Reimbursement Request
Total Financial Assistance Request				

The following must be available during on-site program monitoring: proof of utility bill and proof of deposit payment for HRC clients. Reimbursement is for utilities or deposits and will be based on actual costs. No late fees or back payments will be reimbursed

Exhibit G

Monthly Schedule of Bus Passes/Gas Vouchers for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Type of Bus Pass – Daily or Monthly	Bus Pass #	Cost of Bus Pass	Reimbursement Request
Total Request					

The following must be available during on-site program monitoring: proof of payment for bus passes/as vouchers for HRC clients. Reimbursement for bus passes/gas vouchers will be based on actual costs.

Exhibit H

Monthly Schedule of Food Vouchers for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Food Voucher Number	Cost of Food Voucher	Reimbursement Request
Total Request				

The following must be available during on-site program monitoring: proof of purchase of food vouchers for HRC clients.

Exhibit I

Monthly Schedule of Hotel/Motel for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	# days in shelter	Cost of Hotel/motel	Reimbursement Request
Total Request				

The following must be available during on-site program monitoring: hotel/motel invoices for HRC clients placed in interim housing.

Exhibit J

Monthly Schedule of Family Reunification for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Family Reunification location	Cost of Reunification	Reimbursement Request
Total Request				

The following must be available during on-site program monitoring: copies of transportation expenditures for HRC clients reunified with family.

Exhibit K

Monthly Schedule of Child Care for HRC Participants

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	# days in Child Care	Cost of Cost of Child Care	Reimbursement Request
Total Request				

The following must be available during on-site program monitoring: hotel/motel invoices for HRC clients placed in interim housing.

Exhibit L

PROGRAM MANAGEMENT AND OUTCOMES:

Service	Scope: To evaluate the delivery of services to the residents and to monitor the contract, the following information and/or statistics shall be maintained by the AGENCY and submitted to COUNTY unless otherwise designated as follows:
Daily	<ul style="list-style-type: none"> At designated time established by the COUNTY, AGENCY will submit daily census of interim housing, triage beds, engagement center, and family and adult interim housing beds to the COUNTY.
Monthly Report to COUNTY	<ul style="list-style-type: none"> Demographic overview of the clients sheltered and number of those on waiting list; Reason for referral to interim housing and source of referral; Occupancy/Utilization rate (daily, weekly, monthly) unduplicated; Length of stay per person or family; Applicants discharged or terminated, where they went and the reason for discharging if not planned; Follow up three months after discharge; Number of clients readmitted into the program after discharge, noting length of time after discharge The number who returned for services within a year of discharge; Significant Event Incident Reporting to be completed within three (3) working days. Priority Incidents will be reported within two (2) hours; Priority Incidents include: <ul style="list-style-type: none"> Client Death Sexual Battery Suicide Attempt Negative Media Attention/ Media coverage Other event that includes something other than natural causes or out of the ordinary events such as tornado, kidnapping, riot hostage situation, which jeopardizes health, safety, and welfare of clients. Status of facility operations; and Documentation of revenue such as from donations, fundraising or grants received, volunteer hours/value and in-kind donations.
Quarterly Report to COUNTY	<ul style="list-style-type: none"> Program effectiveness (i.e., Client goals achieved, discharge placement, employment status); Other requirements per HUD, Federal, State and Local regulations; and All relevant data to complete quarterly reports as required by the COUNTY contract.
Annually	<ul style="list-style-type: none"> Federal and State reporting as required by funding source. Submit a report of HRC operations and accomplishments upon completion of the first six (6) months of HRC operation, upon completion of the first year of operation and every year thereafter with content to be specified by COUNTY.

EXHIBIT "B"

OPERATING UNDERSTANDING AND PROVISIONS

The following represents the pre-purchase understanding of the parties with regard to the development and operation of the Homeless Resource Center (HRC). The Homeless Resource Center (hereinafter HRC) shall be operated in accordance with the provisions set forth herein. Any amendment or modification to the provisions of this Exhibit shall require approval by both the City of West Palm Beach (City) and Palm Beach County (County) as set forth herein. Nothing herein shall be construed to prohibit an alternative/permissible use of the site in place of or in conjunction with the HRC, subject to compliance with the Zoning and Land Development Regulations Code for the City of West Palm Beach, Florida.

1. The HRC shall be subject to all existing City ordinances, as may be modified from time to time, to the fullest extent applicable. The terms and stipulations herein shall not be construed to extend any exemption or preferential treatment to the HRC, or to minimize the effect of any applicable code requirement.
2. The City Attorney's Office, in cooperation with the Police Department (WPBPD), Neighborhood Services Division, Planning Department, and City Administration, amongst any other applicable and appropriate City department and/or division, shall evaluate the area surrounding the HRC to determine if there are any ordinances that need to be considered for modification or any new ordinances that can be adopted to lessen the cumulative impact of the social services, health and medical providers on adjacent residential and business property owners. This evaluation shall occur on not less than a quarterly basis per annum for the first two (2) years of HRC operations, and shall be conducted on an as-needed basis thereafter as determined by the City. This evaluation shall include, but not be limited to, reconnaissance of the 45th Street corridor extending from I-95 to the west and Flagler Drive to the east; reconnaissance of the residential neighborhoods and institutional facilities adjacent thereto; consideration of relevant public correspondence received and testimony presented during each monitoring period and since initial commencement of the evaluation procedure required herein; as well as consideration of any relevant information that is contained within any oral and/or written report related to the HRC, as required herein. Any new ordinances or modifications to existing ordinances shall be enacted only with sufficient findings of fact that satisfy standard legal requirements and that would reasonably be believed to survive any legal challenge, as determined by the City Attorney.
3. No expansion of the existing buildings, or construction of a new building(s) intended for human occupancy and associated with the use of the property as an HRC only, shall be permitted without the prior authorization of the City Commission sitting in their proprietary capacity. This shall not be construed to prohibit repairs, maintenance, renovation, and/or replacement to equivalent intensities and physical conditions in the event of a casualty loss.
4. The HRC shall be limited to a maximum of six intake beds and sixty (60) interim housing beds at any given time.

Attachment 1:2

5. In addition to the clients which are assigned to interim housing, the engagement center shall be limited to a maximum of thirty (30) clients at any given time who are actively engaged in services of the HRC. Palm Beach County shall develop policies and procedures for the admission of clients from referral sources. These policies and procedures shall serve as a standard operating protocol that responds to, and effectively communicates, facility operational capacity availability in advance of client delivery to the HRC.
6. The goal of the HRC shall be to place clients in permanent housing facilities not more than sixty (60) days following admission. The maximum permissible duration of stay by a client of the HRC shall be ninety (90) consecutive days. Palm Beach County shall develop a standard operating protocol for placement of clients that remain without a permanent housing accommodation upon a stay of ninety (90) consecutive days.
7. The HRC shall remain open and operational twenty-four (24) hours per day, seven days per week, including holidays except in circumstances reasonably beyond the control of the County such as emergencies, acts of god, war or terrorism.
8. Client admissions shall be by referral only. Admission of walk-ups (ie. Clients arriving without referral) shall be prohibited, unless and/or until otherwise agreed to by the City and County Commissions via written amendment. Clients arriving without referral during any prohibition period shall be directed to a designated interior space within the HRC and evaluated for placement outside of the HRC or otherwise returned to a place of origin. Upon completion of the first (1st) year of the HRC operations, and as part of the status report required herein, City and County will review performance and consult the HRC Committee for purposes of evaluating the prohibition on walk-ups and consideration of the written amendment referenced above. Any change to this policy requires a super majority vote of the City Commission.
9. Admission of any individual that is registered as a sexual predator, sexually violent predator or sexual offender shall be prohibited. Client screenings conducted during the initial client intake and evaluation or referral process shall include appropriate measures and methods to identify such individual registration status. Registered individuals shall be referred to a temporary shelter or other alternative accommodation that is specifically designated for use by sexual predators and sexual offenders. An inventory of nearby places where children regularly congregate, such as schools, designated public school bus stops, child care facilities, playgrounds and parks shall be retained by HRC staff and utilized to appropriately refer registered individuals from the HRC. PBSO will be called to respond to the HRC to handle any individual whose intake and evaluation process reveals an offense that requires registration, but is not registered.
10. Client admissions shall be coordinated with local social, medical and health service providers such as, but not limited to St. Mary's Medical Center, Columbia Hospital, Healy Center, Oakwood Center, Hanley Center, etc., to the extent practical and feasible, in order to capture opportunities for placement upon

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homeless client discharge from such facilities. This provision shall not be misconstrued to establish any prioritization or preferential treatment for client admissions, or to create conflict with any adopted protocols for the HRC or of any other relevant facility.

11. Palm Beach County shall develop and enforce a standard operating protocol to address both authorized and unauthorized client arrivals and departures from the HRC. This protocol shall be provided to the City of West Palm Beach for review and input prior to implementation. The City shall have sixty (60) days to provide input to Palm Beach County prior to implementation of the protocol. Sample protocols include, but are not necessarily limited to, a mandatory client admission contact; an admission prohibition period following unauthorized departure; mandate for advance notice of tardy returns following an authorized departure; permissible circumstances and scenarios for routine departures; etc.
12. Security personnel shall be in attendance and on duty twenty-four (24) hours per day, seven days per week. No exceptions shall be permitted for holidays or weekends. Security duties shall include, but not be limited to, surveillance of the grounds and interior spaces; vehicular and pedestrian access and departure management; and assignments in support of routine daily operations. Requests for assistance from the security personnel or center personnel for emergency response will be submitted through 9-1-1 dispatch or equivalent emergency communication system. Requests from the security personnel or center personnel for law enforcement response to non-emergency events shall be directed to the Palm Beach County Sheriff's Office (PBSO).
13. Reasonable security measures including, but not limited to client screenings upon entry to the HRC; client curfew imposition and enforcement; no tolerance response to illegal behavior, use of alcohol, and possession/use of illegal substances or personal property; designated client areas; intrusion prevention devices; door monitoring equipment; sufficient exterior lighting; and the like shall be employed on an ongoing basis to maintain satisfactory security throughout the course of routine daily operations. Palm Beach County shall prepare a Comprehensive Security Plan and provide same to the City of West Palm Beach for review and input prior to the issuance of a Certificate of Occupancy (CO). This plan shall include, but not be limited to (1) measures for securing the buildings and grounds, patrol of the buildings and grounds, and screening of client history; (2) guidelines for security personnel and center staff to use in determining whether an emergency or non-emergency law enforcement response is appropriate; and (3) procedures for City Police to refer mis-directed 911 calls to PBSO for response.
14. The HRC shall include a Health Clinic or similar service component, which shall remain open, and/or have access to services twenty-four (24) hours per day, seven days per week, including holidays, to provide first aid, evaluation and limited medical services to the HRC clientele.
15. Partnership(s) with a public medical service provider(s) such as, but not limited to, the Palm Beach County Health Department, shall be pursued to deliver primary care and basic medical services to the HRC clientele after the normal business hours of the public health centers.

Attachment 1:4

16. The existing driveway, curb cut and gate at Windsor Avenue shall be removed; the corresponding areas restored to City standards prior to issuance of a Certificate of Occupancy (CO) for the HRC; a continuous fence of equivalent material and height as the existing fence installed along the frontage of Windsor Avenue prior to the issuance of a Certification of Occupancy (CO); and no new driveway connection permitted to Windsor Avenue thereafter.
17. Except for deliveries and use of designated outdoor client areas and recreation facilities, all recurring daily operations, programs and activities shall be conducted indoors.
18. Provision of services shall be limited to clients of the HRC only. At no time shall the HRC be utilized for food distribution or to deliver similar or related services to the general homeless population at large. Such services include primary healthcare services, or provisional accommodation for intermittent overnight stays.
19. At no time shall the HRC be utilized in whole or in part, direct or indirectly, as a day labor employment service establishment or otherwise engage in job placement activities that are intended to provide temporary day or manual labor services. This shall not be construed to prohibit any activity or service that is related to the ongoing permanent employment of a HRC client.
20. Palm Beach County shall develop a policy for the transportation of HRC clients to places of employment and services located beyond a reasonable and/or customary walking distance from the HRC. This policy shall not preclude HRC clients from accessing mass transit facilities and vehicles, local employment opportunities and/or engaging in other sanctioned activities that do not require motorized transportation services. To maintain motorized transportation services, Palm Beach County shall retain the existing public bus stops located in the immediate vicinity of the HRC or otherwise provide for equivalent public bus stops or service for the duration of the HRC operations.
21. New and/or replacement freestanding identification signage fronting on 45th Street shall be limited as follows:
 - a. Maximum sign height, measured from finished grade to highest point: five (5) feet;
 - b. Maximum sign face area per side: forty (40) square feet;
 - c. Maximum number of signs: one (1);
 - d. Style: monument only; and,
 - e. Sign content shall be limited to address, proper names and/or titles, and/or an official government seal(s) only. This content limitation shall also apply to any reuse of the existing sign.
22. Freestanding identification signage fronting on Windsor Avenue shall be prohibited.

Attachment 1:5

23. References to "homeless", "transitional", "transient", "shelter", or other similar terminology that is intended to characterize or otherwise identify the HRC clientele and/or use shall be prohibited on all exterior signage.
24. Palm Beach County shall establish and enforce a "no loitering" policy to prohibit the HRC clients and interim housing residents from loitering on the premises. Additionally, signage intended to discourage and prohibit loitering shall be strategically posted throughout the site. Activity that violates the intent of such policy and signage shall be handled first by the on-site security personnel with response from law enforcement personnel as necessary.
25. The County shall develop the plans for renovation of the facility after considering the requests and concerns of representatives of the public. A panel comprised of interested participants from the adjacent residential communities and non-residential facilities shall be assembled by the City and utilized for this purpose. As part of the permit submittal (to the City of West Palm Beach) the County shall provide a narrative identifying the types and dates of communication with the public, the items which were included or modified as a result of such input and any items that remain unresolved. The City, in its proprietary capacity, shall review such narrative only to determine if the County complied with the terms of this agreement. To the extent that the design is consistent with the terms of this agreement, but unresolved issues with the public remain, the City agrees that it will not use building code review process as the vehicle to cause or force the County to modify its design to address the issues of the public. The City's recourse is that described in this Agreement.
26. A representative of Palm Beach County or appropriate designee(s) shall be appointed to participate on any committee that is established by the City to address issues, concerns, and/or other collective interests affecting or otherwise applicable to the segment of 45th Street extending in whole or in part from I-95 to the west and Flagler Drive to the east.
27. A neighborhood committee shall be formed to monitor HRC operations and adherence to the provisions herein. The parties acknowledge that monitoring will necessarily include site visitations and review of operations. In addition to a Chairperson, the City of West Palm Beach and Palm Beach County shall each appoint six (6) representatives to this committee, for a total committee membership consisting of thirteen (13) representatives. The Chairperson of this committee shall be a member of, and appointed by the Chairperson of, the Palm Beach County Homeless Advisory Board. The committee shall meet as necessary and provide input for incorporation into status reports as required herein.
28. A representative of Palm Beach County or appropriate designee(s) shall voluntarily accept any periodic request(s) for participation at neighborhood meetings or other organized community meetings involving West Palm Beach citizens, business representatives, or other special interests with reasonable cause for interest in the HRC.
29. A representative of Palm Beach County or appropriate designee(s) shall coordinate with PBSO to develop policies and law enforcement training materials

Attachment 1:6

to be presented to the Palm Beach County Law Enforcement Planning Council for the purpose of adopting standard operating protocol for law enforcement personnel's interaction with the homeless population and endorsing a countywide policy that is intended to minimize or prevent the unwarranted referral of homeless individuals to the HRC. The standard protocol will also include training on the identification of nuisance or criminal behavior which could occur on properties leading to and surrounding the HRC which may be specifically related to the issue of homelessness and/or the operation of the HRC. Through a countywide effort to be coordinated by Palm Beach County, law enforcement agencies and personnel will be instructed on how to report any such identified behavior through West Palm Beach Police and/or Palm Beach County Sheriff's Office personnel. Palm Beach County will proceed in good faith to conclude this effort through execution of a Memorandum of Understanding with each law enforcement agency.

30. Palm Beach County shall retain responsibility for oversight, management and control of daily HRC operations at all times. This shall not be construed to prohibit the utilization of contracted professionals, providers and/or operators to administer programs and deliver services to the clientele of the HRC.
31. For purposes of this exhibit, the Director of Palm Beach County Facilities Development & Operations Department (FD&O) or designee shall serve as the primary point of contact for any questions, concerns and/or complaints related to the operation, maintenance and/or ancillary impacts of the HRC.
32. At no time and under no circumstance shall Palm Beach County advertise or otherwise promote the HRC to any homeless population located outside of Palm Beach County.
33. The West Palm Beach HRC is the first HRC to be developed as part of an eventual system of HRCs located throughout Palm Beach County. Upon complete implementation of the "10 Year Plan to End Homelessness in Palm Beach County" and operation of the multiple HRC facilities envisioned therein, homeless individuals shall be directed or referred to the HRC located nearest to their point of collection to the greatest extent possible and practical given prevailing facility operational capacities and vacancies, individual situations and circumstances, and/or other reasonable considerations that directly influence a logical placement of homeless clientele.
34. Palm Beach County shall provide the City Commission with a status report of HRC operations, accomplishments, countywide HRC facility planning efforts, and other information regarding the HRC that is available to Palm Beach County. Such reports shall be provided upon completion of the first six (6) months of the HRC operations, upon completion of the first (1st) year of the HRC operations, and upon completion of the second (2nd) year of the HRC. Thereafter, Palm Beach County shall respond to City Commission requests for a status report on an as-needed basis.



CERTIFICATE OF LIABILITY INSURANCE

ADOPT-01 ABRAHAMSB

DATE (MM/DD/YYYY)
12/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: **Floyd Nichols**
PHONE (A/C, No, Ext): **(561) 776-0860** FAX (A/C, No): **(561) 776-0670**
E-MAIL ADDRESS: **floyd.nichols@loausa.com**

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Philadelphia Insurance Companies**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Adopt-A-Family of the Palm Beaches, Inc.
1712 Second Avenue North
Lake Worth, FL 33460

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		PHPK805770	12/7/2011	12/7/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<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 \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK805770	12/7/2011	12/7/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> PIP-Basic <input checked="" type="checkbox"/> 10,000					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB367550	12/7/2011	12/7/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WGT STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		PHPK805770	12/7/2011	12/7/2012	See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured with respects to General Liability only

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners, a
Political Subdivision
of the State of Florida, its Officers, Employees and Agents
c/o Department of Housing and Community Development
1000 Australian Avenue, #500
West Palm Beach, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ADOPOFT-01

ABRAHAMSB

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED Adopt-A-Family of the Palm Beaches, Inc. 1712 Second Avenue North Lake Worth, FL 33460	
POLICY NUMBER SEE PAGE 1			
CARRIER	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

Included Coverage's:

Included In Philadelphia Policy #: PHPK805770

Professional Liability:

\$1,000,000 Each Professional Incident Limit
\$3,000,000 Aggregate Limit

Abuse or Molestation:

\$1,000,000 Each Abusive Conduct Limit
\$1,000,000 Aggregate Limit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C No, Ext): (480) 951-4177 FAX (A/C No): (480) 951-4266 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Zurich-American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Oasis Acquisition, Inc. Alt. Emp: ADOPT-A-FAMILY OF THE PALM BEACHES, INC. 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	NAIC # 16535

COVERAGES CERTIFICATE NUMBER: 11FL075731618 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 29-38-687-09	06/01/2011	06/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2011	06/01/2012	Client# 1457-MAIN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of:

ADOPT-A-FAMILY OF THE PALM BEACHES, INC.
1712 2ND AVE N
LAKE WORTH, FL 33460

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura Street West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Lord's Place 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 59-2240502.

Whereas the AGENCY has proposed providing services in the Homeless Resource Center (HRC); 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 to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 13. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

ARTICLE 2 – SCHEDULE

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

The parties may, by mutual agreement, extend this contract for up to 4 additional years. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service Units" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 1st of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

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

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed Ninety Five Thousand Six Hundred Twenty Six Dollars (\$95,626). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in

Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program, unit cost definitions and budget allocation for this contract year are set forth in Exhibit B.

All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Authorized Agency Representative.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit D) along with Exhibits E and F as appropriate.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, 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. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. 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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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.

In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

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 for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract.

ARTICLE 7 - 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. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by 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. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$500,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. **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.
- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's

Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 28, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

ARTICLE 8 - 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 attorneys 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 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 10 - 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 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.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. Level 2 Criminal Background Checks will be done within 30 days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

ARTICLE 11 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation or gender identity and expression.

ARTICLE 12 - 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 13 - 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 and unit cost delivery of services, Exhibit B are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the Department for programmatic desk audit purposes only. All contracted programs/services will be reviewed at quarterly. Outcomes will be reviewed on a quarterly basis and reported in accordance with Exhibit G. 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. The AGENCY must maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- 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 14 – 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 three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

- 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. Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human Program & Contract Manager
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 15 - CONFLICT OF INTEREST

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 hereunder, 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 shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective

business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 16 - 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 16, Paragraph A.
- D. In the statement specified in Article 16, 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 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal

Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 18 - 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 19 - CONTINGENT FEES

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

ARTICLE 20 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 21 - PUBLIC ENTITY CRIMES

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 22 - 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 23 – ARREARS

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. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440.

ARTICLE 25 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate 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:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

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.

Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 – SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

Diana Stanley, Executive Director
The Lord's Place
P. O. Box 3265
West Palm Beach, Florida 33402

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

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

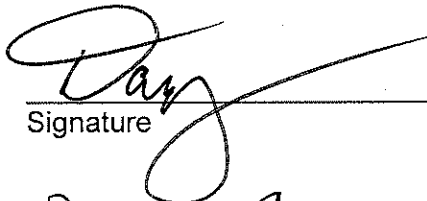
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Shelley Vana, Chair

WITNESS:



Signature

DANIEL GIBSON

Name Typed

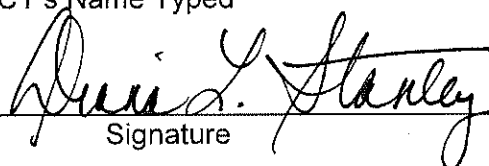
59-2240502

AGENCY's Federal ID Number

AGENCY:

The Lord's Place, Inc.

AGENCY's Name Typed

BY: 

Signature

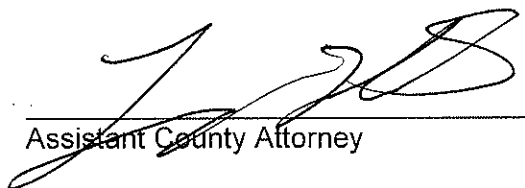
Diana L. Stanley

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

EXHIBIT A

SCOPE OF WORK HOMELESS RESOURCE CENTER OPERATION The Lord's Place

A. HRC Operations: Understanding and Provisions

Service	Scope
Operations (1000 45 th Street WPB)	<ul style="list-style-type: none"> • HRC will serve homeless individuals and families • HRC will be open 365 days a year on a 24 hour basis • HRC's goal is to assist individuals and families in becoming self-sufficient and engaging in a productive lifestyle, thereby ending homelessness. • HRC will serve as the initial entry point into the homeless services delivery system • HRC will provide residential beds for homeless individuals for up to 90 days • HRC will provide interim housing for families in hotel/motels • HRC will have a maximum capacity of 96 individuals at any given time • HRC will not allow walk-ups; only those with a referral can be screened • HRC will offer supportive services on-site <ul style="list-style-type: none"> a. case management; b. counseling; c. meal delivery; d. limited medical treatment; e. life skills training; f. job placement; g. interim housing; and h. permanent housing placement. <p>HRC operation will adhere to Exhibit B (Operating & Understanding Provisions) of the Interlocal Agreement between Palm Beach County and the City of West Palm Beach, City Ordinance No. 4235-09, County Resolution No. R2010-0137 (Attachment 1).</p>

B. The Lord's Place (AGENCY) will serve as an HRC Vendor for homeless individuals/families

Service	Scope
Navigation Intake and Screening of Clients	<ul style="list-style-type: none"> • Client interview. • Collect basic demographics and enter all data in CMIS. • Background screening • Determination of admission eligibility related to HRC Operations. • Refer to appropriate community resources for those not meeting HRC eligibility • Enter all requests or inquiries for service in CMIS.

Education and Training	<ul style="list-style-type: none"> • Provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program for those HRC clients receiving education & training services. • Provide Life Skills Training (subject to review by the COUNTY) to HRC Clients that include this goal on their Action Plans.
Job Training and Placement/Referral	<ul style="list-style-type: none"> • Promote a job resource referral program and coordination of services for clients with Job Developer, Workforce Alliance or other comparable employment programs. • Offer appropriate referral and information to clients as referenced in their service plan. Develop a referral list with COUNTY input. • Ensure computers with Internet access are made available and provided for client use for job search and training.
Information and Referral	<ul style="list-style-type: none"> • AGENCY will establish a method for linkage and referral to community partners.
Client Service Delivery	<ul style="list-style-type: none"> • AGENCY will establish methodology as the basis for providing services to homeless families. Provide community outreach and education to inform the community as to the service delivery process

C. STAFFING:

Service	Scope
Positions	<ul style="list-style-type: none"> • AGENCY will maintain staffing for approved hours of operation.
Background Checks	<ul style="list-style-type: none"> • AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and HRC Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • AGENCY will submit an implementation plan and staff schedule for approval within sixty (60) days of Contract. The plan shall include the Client Navigation Policies and Procedures; staffing schedule, background checks, HIPAA guidelines and other policies and procedures.
Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the assigned duties in coordination of the HRC. AGENCY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff.
Supervision	<ul style="list-style-type: none"> • AGENCY will provide supervision to ensure staff coverage, and availability to COUNTY and referral agencies. The AGENCY shall conduct regular meetings to ensure coordination among staff.
Records to be available for review as needed by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Daily activity log schedule and a monthly calendar. • Training modules. • Client Satisfaction surveys. • Pre and post evaluation (where applicable). • Follow-up/statistical data logs. • Client records.

D. BUDGET/FISCAL ACCOUNTABILITY:

Service	Scope
Budget	<ul style="list-style-type: none">• AGENCY will annually submit a detailed operating budget to the COUNTY; which includes specific line items and corresponding proposed amounts. The budget shall include sources of funding.
Audit	<ul style="list-style-type: none">• AGENCY will use established and generally accepted accounting practices. An audit of each year while under Contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY's expense. All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none">• AGENCY will provide reports, records, memoranda, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY, in such a manner and at such times as may be required by the COUNTY and/or any grantors.
Expenses and Reimbursement	<ul style="list-style-type: none">• AGENCY will be responsible for all operational expenses including but not limited to fixed and cell telephones, maintenance and cleaning, printing, postage, shipping and cleaning supplies.• AGENCY will be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none">• AGENCY will prepare a monthly statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expenses.
Contribution of Operating Expense	<ul style="list-style-type: none">• AGENCY will be responsible to develop fund raising specifically to support costs of the HRC such as supportive services or back door services.• AGENCY will submit an annual HRC marketing and fund raising plan.• AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County.• AGENCY will coordinate data for grant applications with Goodwill and County.

EXHIBIT B (Page1)

UNITS OF SERVICES AND BUDGET ALLOCATION

Agency: The Lord's Place

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p>HRC Navigations: A unit of service is defined as one day of operations. Navigation includes but is not limited to: Referral services for at-risk and homeless families and individuals to the Homeless Resource Center, activities that build relationships with homeless persons and families, intake, transportation, linkage & referral to community & mainstream resources, data entry into CMIS, attendance at meetings & staffing, conducting background screenings, hiring & supervision of staff that will be at serving HRC clients, coordination with Gulfstream Goodwill, attendance at neighborhood meetings and issues addressed at neighborhood meetings, marketing HRC, conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service provider meetings, preparation and distribution of reports as required, development and oversight of Policies and Procedures for the HRC Navigation Services.</p>	135	\$311.48
<p>Job Training and Placement A unit of training is defined as completion of full training program.</p> <p><u>Job Training</u> encompasses services and transportation geared toward empowering clients to learn soft and hard skills necessary to re-enter the community as competitive employees living independently; assess and assist in the creation of an individualized career plans. A client could attend one or more of the following: <u>Life Skills/Pre-Employment Workshops</u> encompass 10 days of training that are designed for clients who lack the skills to begin employment, classes teach basic skills, independent living skills and social skills, special emphasis is placed on life skills workshops for chronic homeless individuals, class topics include: motivational barriers, anger management, basic job searching, trigger points for relapse, anger management, computer literacy, interview skills, and conflict resolution. <u>Job Readiness Course</u> encompasses a 40-hour Job Readiness class for individuals with multiple barriers to employment which includes basic skills necessary for clients to obtain and maintain employment, utilizing small class sizes, which allow for individual attention. Curriculum includes: goal setting, interview skills, how to respond appropriately to common and challenging interview</p>	30.33	\$794.00

EXHIBIT B (Page 2)

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p>questions, resume and cover letter writing, basic computer skills, how to conduct an effective job search, overcoming barriers to employment such as criminal backgrounds and educational limitations, and obtaining appropriate clothing and materials for an interview and employment. Mock interviews are held with community leaders who conduct job interviews and provide constructive feedback. <u>Apprenticeships</u>: encompasses 8-12 weeks of training in five apprenticeships (vocational training) to further enhance their skills: Clerical, Culinary, Property Maintenance, Peer Advocacy, and Retail.</p>		
<p>A unit of job placement is defined as pre-employment activities & obtaining actual employment. <u>Job Placement</u>: Job Coaches and Job Training Instructors will share the responsibility of assessments of client's employability. A Job Coach is assigned to a client ready to begin job searching activities. Job Coaches will include: Intake and assessments, development of career plans including mapping and monitoring job search activities, referral to Job Readiness Course, referral to Life Skills Program, assist individuals to complete job applications, monitor job searching through print media, internet, and leads from Job Development staff, track clients activities on a weekly basis and follow-up with clients and employers, to advocate and support clients post-placement, one-on-one counseling to prepare clients for job interviews and the reality of all aspects related to gaining and maintaining successful employment and post placement follow-up and support services. Job Placement includes securing appropriate employment through a Job Developer who has relationships with employers in the community. The Job Developer works closely with the Job Coaches and participants to identify employers to best match the participants' employment skills.</p>	17	\$1500
<p>Administration: A unit of service is defined as day of operations. Administrative services encompass: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, CMIS, and funding reports as required, grant writing, payment of leases, security deposits & utilities, general fiscal accounting and auditing of expenditures, supervision of staff, cell phone utilization, and mileage.</p>	105	\$51.55

EXHIBIT B (Page 3)

BUDGET ALLOCATIONS:

Navigation Authorized	\$42,049
Job Training Authorized	\$24,082
Job Placement Authorized	\$24,083
Administration Authorized	\$5,412
TOTAL Authorized	\$95,626

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by AGENCY directly in connection with AGENCYs performance of its duties and Scope of Work pursuant to this Contract. Reimbursement for services will be based on actual costs. Back-up documentation for actual expenditures will be reviewed during desk audit and on-site monitoring. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds.

Exhibit C

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Authorized Agency Representative

Exhibit D

Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services 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
Navigation									
Job Training									
Job Placement									
Administration									
HRC 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 E

Monthly Schedule of Payment for Job Training

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Type of Training Class-Life Skills/Job Readiness/ Apprenticeship	Unit Cost	Reimbursement Request
Total Asst				

The following must be available during on-site program monitoring: A Sign in & Out Logs for each client for each class and a Certificate of Class Completion. Reimbursement for costs will be based on actual costs.

Exhibit F

Monthly Schedule of Job Placement

Reimbursement Month and Year: _____

Client Initials	Unique ID Number	Client's Place of Employment	Unit Cost	Reimbursement Request
Total Asst				

The following must be attached to receive payment: A copy of paystub for each client placed. Reimbursement for costs will be based on actual costs.

Exhibit G

PROGRAM MANAGEMENT AND OUTCOMES:

Service	Scope :To evaluate the delivery of services to the residents and to monitor the contract, the following information and/or statistics shall be maintained by the AGENCY and submitted to COUNTY unless otherwise designated as follows:
Monthly Report to COUNTY	<ul style="list-style-type: none">• Reason for referral to HRC and source of referral i.e. self, provider, faith based organization, etc. ;• Demographic overview of the clients served and number of those on diverted;• Number Referred to HRC (daily, weekly, monthly) unduplicated;• Number diverted to other programs;• Number Completed Life Skills Training, Job Readiness Class & Apprenticeship Training;• Number Placed on a Job;• Recidivism rate upon completion of training and placement services and• Documentation of HRC revenue such as from donations, fundraising or grants received, volunteer hours/value and in-kind donations and how utilized to offset expenses.
Quarterly Report to COUNTY	<ul style="list-style-type: none">• Program effectiveness (i.e., Client goals achieved, employment status);• All relevant data to complete quarterly reports as required by the COUNTY contract.
Annually	<ul style="list-style-type: none">• Submit a report of Navigation, Job Training, and Job Placement operations and accomplishments upon completion of the first six (6) months operation, upon completion of the first year of operation and every year thereafter with content to be specified by COUNTY.

Attachment 1:1

EXHIBIT "B"

OPERATING UNDERSTANDING AND PROVISIONS

The following represents the pre-purchase understanding of the parties with regard to the development and operation of the Homeless Resource Center (HRC). The Homeless Resource Center (hereinafter HRC) shall be operated in accordance with the provisions set forth herein. Any amendment or modification to the provisions of this Exhibit shall require approval by both the City of West Palm Beach (City) and Palm Beach County (County) as set forth herein. Nothing herein shall be construed to prohibit an alternative/permittible use of the site in place of or in conjunction with the HRC, subject to compliance with the Zoning and Land Development Regulations Code for the City of West Palm Beach, Florida.

1. The HRC shall be subject to all existing City ordinances, as may be modified from time to time, to the fullest extent applicable. The terms and stipulations herein shall not be construed to extend any exemption or preferential treatment to the HRC, or to minimize the effect of any applicable code requirement.
2. The City Attorney's Office, in cooperation with the Police Department (WPBPD), Neighborhood Services Division, Planning Department, and City Administration, amongst any other applicable and appropriate City department and/or division, shall evaluate the area surrounding the HRC to determine if there are any ordinances that need to be considered for modification or any new ordinances that can be adopted to lessen the cumulative impact of the social services, health and medical providers on adjacent residential and business property owners. This evaluation shall occur on not less than a quarterly basis per annum for the first two (2) years of HRC operations, and shall be conducted on an as-needed basis thereafter as determined by the City. This evaluation shall include, but not be limited to, reconnaissance of the 45th Street corridor extending from I-95 to the west and Flagler Drive to the east; reconnaissance of the residential neighborhoods and institutional facilities adjacent thereto; consideration of relevant public correspondence received and testimony presented during each monitoring period and since initial commencement of the evaluation procedure required herein; as well as consideration of any relevant information that is contained within any oral and/or written report related to the HRC, as required herein. Any new ordinances or modifications to existing ordinances shall be enacted only with sufficient findings of fact that satisfy standard legal requirements and that would reasonably be believed to survive any legal challenge, as determined by the City Attorney.
3. No expansion of the existing buildings, or construction of a new building(s) intended for human occupancy and associated with the use of the property as an HRC only, shall be permitted without the prior authorization of the City Commission sitting in their proprietary capacity. This shall not be construed to prohibit repairs, maintenance, renovation, and/or replacement to equivalent intensities and physical conditions in the event of a casualty loss.
4. The HRC shall be limited to a maximum of six intake beds and sixty (60) interim housing beds at any given time.

Attachment 1:2

5. In addition to the clients which are assigned to interim housing, the engagement center shall be limited to a maximum of thirty (30) clients at any given time who are actively engaged in services of the HRC. Palm Beach County shall develop policies and procedures for the admission of clients from referral sources. These policies and procedures shall serve as a standard operating protocol that responds to, and effectively communicates, facility operational capacity availability in advance of client delivery to the HRC.
6. The goal of the HRC shall be to place clients in permanent housing facilities not more than sixty (60) days following admission. The maximum permissible duration of stay by a client of the HRC shall be ninety (90) consecutive days. Palm Beach County shall develop a standard operating protocol for placement of clients that remain without a permanent housing accommodation upon a stay of ninety (90) consecutive days.
7. The HRC shall remain open and operational twenty-four (24) hours per day, seven days per week, including holidays except in circumstances reasonably beyond the control of the County such as emergencies, acts of god, war or terrorism.
8. Client admissions shall be by referral only. Admission of walk-ups (ie. Clients arriving without referral) shall be prohibited, unless and/or until otherwise agreed to by the City and County Commissions via written amendment. Clients arriving without referral during any prohibition period shall be directed to a designated interior space within the HRC and evaluated for placement outside of the HRC or otherwise returned to a place of origin. Upon completion of the first (1st) year of the HRC operations, and as part of the status report required herein, City and County will review performance and consult the HRC Committee for purposes of evaluating the prohibition on walk-ups and consideration of the written amendment referenced above. Any change to this policy requires a super majority vote of the City Commission.
9. Admission of any individual that is registered as a sexual predator, sexually violent predator or sexual offender shall be prohibited. Client screenings conducted during the initial client intake and evaluation or referral process shall include appropriate measures and methods to identify such individual registration status. Registered individuals shall be referred to a temporary shelter or other alternative accommodation that is specifically designated for use by sexual predators and sexual offenders. An inventory of nearby places where children regularly congregate, such as schools, designated public school bus stops, child care facilities, playgrounds and parks shall be retained by HRC staff and utilized to appropriately refer registered individuals from the HRC. PBSO will be called to respond to the HRC to handle any individual whose intake and evaluation process reveals an offense that requires registration, but is not registered.
10. Client admissions shall be coordinated with local social, medical and health service providers such as, but not limited to St. Mary's Medical Center, Columbia Hospital, Healy Center, Oakwood Center, Hanley Center, etc., to the extent practical and feasible, in order to capture opportunities for placement upon

Attachment 1:3

homeless client discharge from such facilities. This provision shall not be misconstrued to establish any prioritization or preferential treatment for client admissions, or to create conflict with any adopted protocols for the HRC or of any other relevant facility.

11. Palm Beach County shall develop and enforce a standard operating protocol to address both authorized and unauthorized client arrivals and departures from the HRC. This protocol shall be provided to the City of West Palm Beach for review and input prior to implementation. The City shall have sixty (60) days to provide input to Palm Beach County prior to implementation of the protocol. Sample protocols include, but are not necessarily limited to, a mandatory client admission contact; an admission prohibition period following unauthorized departure; mandate for advance notice of tardy returns following an authorized departure; permissible circumstances and scenarios for routine departures; etc.
12. Security personnel shall be in attendance and on duty twenty-four (24) hours per day, seven days per week. No exceptions shall be permitted for holidays or weekends. Security duties shall include, but not be limited to, surveillance of the grounds and interior spaces; vehicular and pedestrian access and departure management; and assignments in support of routine daily operations. Requests for assistance from the security personnel or center personnel for emergency response will be submitted through 9-1-1 dispatch or equivalent emergency communication system. Requests from the security personnel or center personnel for law enforcement response to non-emergency events shall be directed to the Palm Beach County Sheriff's Office (PBSO).
13. Reasonable security measures including, but not limited to client screenings upon entry to the HRC; client curfew imposition and enforcement; no tolerance response to illegal behavior, use of alcohol, and possession/use of illegal substances or personal property; designated client areas; intrusion prevention devices; door monitoring equipment; sufficient exterior lighting; and the like shall be employed on an ongoing basis to maintain satisfactory security throughout the course of routine daily operations. Palm Beach County shall prepare a Comprehensive Security Plan and provide same to the City of West Palm Beach for review and input prior to the issuance of a Certificate of Occupancy (CO). This plan shall include, but not be limited to (1) measures for securing the buildings and grounds, patrol of the buildings and grounds, and screening of client history; (2) guidelines for security personnel and center staff to use in determining whether an emergency or non-emergency law enforcement response is appropriate; and (3) procedures for City Police to refer mis-directed 911 calls to PBSO for response.
14. The HRC shall include a Health Clinic or similar service component, which shall remain open, and/or have access to services twenty-four (24) hours per day, seven days per week, including holidays, to provide first aid, evaluation and limited medical services to the HRC clientele.
15. Partnership(s) with a public medical service provider(s) such as, but not limited to, the Palm Beach County Health Department, shall be pursued to deliver primary care and basic medical services to the HRC clientele after the normal business hours of the public health centers.

Attachment 1:4

16. The existing driveway, curb cut and gate at Windsor Avenue shall be removed; the corresponding areas restored to City standards prior to issuance of a Certificate of Occupancy (CO) for the HRC; a continuous fence of equivalent material and height as the existing fence installed along the frontage of Windsor Avenue prior to the issuance of a Certification of Occupancy (CO); and no new driveway connection permitted to Windsor Avenue thereafter.
17. Except for deliveries and use of designated outdoor client areas and recreation facilities, all recurring daily operations, programs and activities shall be conducted indoors.
18. Provision of services shall be limited to clients of the HRC only. At no time shall the HRC be utilized for food distribution or to deliver similar or related services to the general homeless population at large. Such services include primary healthcare services, or provisional accommodation for intermittent overnight stays.
19. At no time shall the HRC be utilized in whole or in part, direct or indirectly, as a day labor employment service establishment or otherwise engage in job placement activities that are intended to provide temporary day or manual labor services. This shall not be construed to prohibit any activity or service that is related to the ongoing permanent employment of a HRC client.
20. Palm Beach County shall develop a policy for the transportation of HRC clients to places of employment and services located beyond a reasonable and/or customary walking distance from the HRC. This policy shall not preclude HRC clients from accessing mass transit facilities and vehicles, local employment opportunities and/or engaging in other sanctioned activities that do not require motorized transportation services. To maintain motorized transportation services, Palm Beach County shall retain the existing public bus stops located in the immediate vicinity of the HRC or otherwise provide for equivalent public bus stops or service for the duration of the HRC operations.
21. New and/or replacement freestanding identification signage fronting on 45th Street shall be limited as follows:
 - a. Maximum sign height, measured from finished grade to highest point: five (5) feet;
 - b. Maximum sign face area per side: forty (40) square feet;
 - c. Maximum number of signs: one (1);
 - d. Style: monument only; and,
 - e. Sign content shall be limited to address, proper names and/or titles, and/or an official government seal(s) only. This content limitation shall also apply to any reuse of the existing sign.
22. Freestanding identification signage fronting on Windsor Avenue shall be prohibited.

Attachment 1:5

23. References to "homeless", "transitional", "transient", "shelter", or other similar terminology that is intended to characterize or otherwise identify the HRC clientele and/or use shall be prohibited on all exterior signage.
24. Palm Beach County shall establish and enforce a "no loitering" policy to prohibit the HRC clients and interim housing residents from loitering on the premises. Additionally, signage intended to discourage and prohibit loitering shall be strategically posted throughout the site. Activity that violates the intent of such policy and signage shall be handled first by the on-site security personnel with response from law enforcement personnel as necessary.
25. The County shall develop the plans for renovation of the facility after considering the requests and concerns of representatives of the public. A panel comprised of interested participants from the adjacent residential communities and non-residential facilities shall be assembled by the City and utilized for this purpose. As part of the permit submittal (to the City of West Palm Beach) the County shall provide a narrative identifying the types and dates of communication with the public, the items which were included or modified as a result of such input and any items that remain unresolved. The City, in its proprietary capacity, shall review such narrative only to determine if the County complied with the terms of this agreement. To the extent that the design is consistent with the terms of this agreement, but unresolved issues with the public remain, the City agrees that it will not use building code review process as the vehicle to cause or force the County to modify its design to address the issues of the public. The City's recourse is that described in this Agreement.
26. A representative of Palm Beach County or appropriate designee(s) shall be appointed to participate on any committee that is established by the City to address issues, concerns, and/or other collective interests affecting or otherwise applicable to the segment of 45th Street extending in whole or in part from I-95 to the west and Flagler Drive to the east.
27. A neighborhood committee shall be formed to monitor HRC operations and adherence to the provisions herein. The parties acknowledge that monitoring will necessarily include site visitations and review of operations. In addition to a Chairperson, the City of West Palm Beach and Palm Beach County shall each appoint six (6) representatives to this committee, for a total committee membership consisting of thirteen (13) representatives. The Chairperson of this committee shall be a member of, and appointed by the Chairperson of, the Palm Beach County Homeless Advisory Board. The committee shall meet as necessary and provide input for incorporation into status reports as required herein.
28. A representative of Palm Beach County or appropriate designee(s) shall voluntarily accept any periodic request(s) for participation at neighborhood meetings or other organized community meetings involving West Palm Beach citizens, business representatives, or other special interests with reasonable cause for interest in the HRC.
29. A representative of Palm Beach County or appropriate designee(s) shall coordinate with PBSO to develop policies and law enforcement training materials

Attachment 1:6

to be presented to the Palm Beach County Law Enforcement Planning Council for the purpose of adopting standard operating protocol for law enforcement personnel's interaction with the homeless population and endorsing a countywide policy that is intended to minimize or prevent the unwarranted referral of homeless individuals to the HRC. The standard protocol will also include training on the identification of nuisance or criminal behavior which could occur on properties leading to and surrounding the HRC which may be specifically related to the issue of homelessness and/or the operation of the HRC. Through a countywide effort to be coordinated by Palm Beach County, law enforcement agencies and personnel will be instructed on how to report any such identified behavior through West Palm Beach Police and/or Palm Beach County Sheriff's Office personnel. Palm Beach County will proceed in good faith to conclude this effort through execution of a Memorandum of Understanding with each law enforcement agency.

30. Palm Beach County shall retain responsibility for oversight, management and control of daily HRC operations at all times. This shall not be construed to prohibit the utilization of contracted professionals, providers and/or operators to administer programs and deliver services to the clientele of the HRC.
31. For purposes of this exhibit, the Director of Palm Beach County Facilities Development & Operations Department (FD&O) or designee shall serve as the primary point of contact for any questions, concerns and/or complaints related to the operation, maintenance and/or ancillary impacts of the HRC.
32. At no time and under no circumstance shall Palm Beach County advertise or otherwise promote the HRC to any homeless population located outside of Palm Beach County.
33. The West Palm Beach HRC is the first HRC to be developed as part of an eventual system of HRCs located throughout Palm Beach County. Upon complete implementation of the "10 Year Plan to End Homelessness in Palm Beach County" and operation of the multiple HRC facilities envisioned therein, homeless individuals shall be directed or referred to the HRC located nearest to their point of collection to the greatest extent possible and practical given prevailing facility operational capacities and vacancies, individual situations and circumstances, and/or other reasonable considerations that directly influence a logical placement of homeless clientele.
34. Palm Beach County shall provide the City Commission with a status report of HRC operations, accomplishments, countywide HRC facility planning efforts, and other information regarding the HRC that is available to Palm Beach County. Such reports shall be provided upon completion of the first six (6) months of the HRC operations, upon completion of the first (1st) year of the HRC operations, and upon completion of the second (2nd) year of the HRC. Thereafter, Palm Beach County shall respond to City Commission requests for a status report on an as-needed basis.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MR

DATE (MM/DD/YYYY)

03/28/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gulfstream Insurance Group Inc
P.O. Box 8908
Fort Lauderdale, FL 33310-8908
David Arch

954-561-2220
954-566-0673

CONTACT
NAME:
PHONE
(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL
ADDRESS:

PRODUCER
CUSTOMER ID #:

LORDS-1

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
The Lord's Place, Inc.
PO Box 3253
West Palm Beach, FL 33402-3253

INSURER A : Arch Insurance Company

INSURER B : Scottsdale Indemnity Co.

INSURER C : FCCI Commercial Ins.Co.

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NCPKG0164800	05/03/11	05/03/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		NCAUT0164800	05/03/11	05/03/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		NCAUT0164800	05/03/11	05/03/12	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		NCAUT0164800	05/03/11	05/03/12	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	NCUMB0164800	05/03/11	05/03/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$ 10000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	001WC12A68181	04/01/12	04/01/13	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit 3,000,000 Occ/Agg 1mil/3mil
B	D&O Liability		EK13037954	05/03/11	05/03/12	
A	Professional Liab		NCPKG0164800	05/03/11	05/03/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are additional insureds with respects to General Liability and only regarding the operations of the named insured as per written contract.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
County Commissioners
810 Datura Street
West Palm Beach, FL 33402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Arch

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