

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 [] Consent [X] Regular [] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 01 to Contract for Provision of Services with Adopt-A-Family of the Palm Beaches, Inc. (R2012-0613), for the period May 1, 2012, through September 30, 2012, to increase funding for engagement, interim housing and rapid re-housing services to homeless families by \$100,000 for a new total amount not to exceed \$537,836; and
B) Budget Transfer of \$100,000 in the General Fund from Contingency Reserves to increase funding for the Senator Philip D. Lewis Center.

Summary: This amendment will enable Adopt-A-Family of the Palm Beaches, Inc. (Adopt-A-Family) to continue to provide engagement, interim housing and rapid re-housing services to homeless families at the Senator Philip D. Lewis Center (Lewis Center). Adopt-A-Family has been serving homeless families since the opening of the Lewis Center on July 2, 2012. During the first six weeks of operation, Adopt-A-Family encumbered/expended all funds allocated for interim housing and rapid re-housing due to significant demand for services. Eighty (80) household are currently being assisted in interim housing and rapid re-housing with an additional forty (40) households in need of assistance. No funds remain to house homeless families for the balance of the fiscal year. Additional resources are needed to provide for housing homeless families through the Lewis Center. The Budget Transfer will fund the increased service need. (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. On March 20, 2012, the BCC approved the Lewis Center concept and funding allocation for its operation. The Lewis Center is the first such facility to be developed as part of an envisioned countywide network of HRCs. The Lewis Center serves as the main point of access for homeless services in central Palm Beach County. Homeless individuals and families receive a diverse offering of high quality services from three community agencies, assisting clients in ending their homelessness. Services are available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year.

Attachments:

- 1. Amendment No. 01 to Contract for Provision of Services
2. Budget Transfer

Recommended By: [Signature] Department Director Date 8/21
Approved By: [Signature] Assistant County Administrator Date 9/7/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	100,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	100,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget: Yes ___ No X
 Budget Account No.: Fund 0001 Dept. 148 Unit 1221 Obj. 3401
 Program Code ___ Program Period: FY13

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

C. Departmental Fiscal Review: _____
 Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

OFMB [Signature] 8/24/12
 8/23/12
 CC 8/22/12
 JH

Contract Development and Control [Signature] 8/15/12
 8-31-12
 B. B. B.

B. Legal Sufficiency:

[Signature] 9/4/12
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

FUND (0001) - GENERAL

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/21/12	REMAINING BALANCE
EXPENDITURE								
820 9900 9901	Contingency Reserves	20,000,000	16,039,979		100,000	15,939,979		15,939,979
148 1221 3401	Other Contractual Services	0	1,031,262	100,000		1,131,262	942,948	188,314
	Total Expenditures	1,016,251,176	1,044,236,307	100,000	100,000	1,044,236,307		

Signatures

Date

By Board of County Commissioners
At Meeting of September 11, 2012

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

Gayana Malhotra

Deputy Clerk to the
Board of County Commissioners

**AMENDMENT TO
CONTRACT FOR PROVISION OF SERVICES**

THIS AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE (R2012 0613; dated May 1, 2012) made and entered into at West Palm Beach Florida. On this _____ day of _____, 2012 by and between PALM BEACH COUNTY, a political subdivision of the state of Florida hereinafter referred to as "COUNTY" and the Adopt-A-Family of the Palm Beaches, Inc., hereinafter referred to as the "AGENCY", a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 1712 2nd Avenue North, Lake Worth, Florida 33460.

WITNESSETH:

WHEREAS, the AGENCY has agreed to provide services in the Senator Philip D. Lewis Center hereinafter referred to as The Lewis Center; whereas the need exists to amend the contract to increase the total contract amount.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on May 1, 2012 is hereby amended as follows:

- I. Article 3 is hereby amended to read, an amount not to exceed Five Hundred Thirty Seven Thousand Eight Hundred Thirty Six Dollars (\$537,836).
- II. Exhibit "B" Pages 1 and 2 is hereby replaced by "B-2" Pages 1 and 2 attached hereto and made a part thereof.

OTHER PROVISIONS:

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to the amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

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:

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

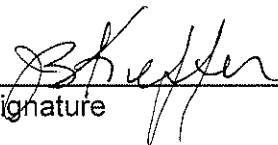
BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Shelley Vana, Chair

WITNESS:

AGENCY:



Signature

Adopt-A-Family of the Palm Beaches, Inc

AGENCY's Name Typed

Joan B. Kriester, Esq

Name Typed

59-2471253

AGENCY's Federal ID Number

BY: 

Signature

Wendy Tippett

AGENCY's Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Executive Director

AGENCY's Signatory Title Typed

By: _____
Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS Department of Community Services

Channel Wilkins, Director

EXHIBIT B2 (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
<p>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.</p>	1	\$109,459
<p>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,</p>	135	\$1165.29

Exhibit B2 (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	\$157,314
Hotel/Motel Authorized	\$87,920
Food Authorized	\$6,876
Child Care Authorized	\$ 20,850
Leasing and Utility (Off Site) Authorized	\$ 101,577
Bus Passes/Gas Vouchers Authorized	\$ 1,915
Family Reunification Authorized	\$12,122
Administration Authorized	\$39,803
Total Authorized	\$537,836

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.



CERTIFICATE OF LIABILITY INSURANCE

ADOPOFT-01 DEBELLASJ

DATE (MM/DD/YYYY)

3/22/2012

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).

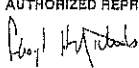
PRODUCER Insurance Office of America - JUP Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Floyd Nichols PHONE (A/C, No., Ext): (561) 776-0660 FAX (A/C, No.): (561) 776-0670 E-MAIL ADDRESS: floyd.nichols@ioausa.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Companies		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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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 INSB	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			PHPK805770	12/7/2011	12/7/2012	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
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> PIP-Basic <input checked="" type="checkbox"/> 10,000			PHPK805770	12/7/2011	12/7/2012	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB367550	12/7/2011	12/7/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)
 RE: Certificate Holder is included as Additional Insured with respects to General Liability only.

CERTIFICATE HOLDER Palm Beach County 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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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

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

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