

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 20, 2015	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

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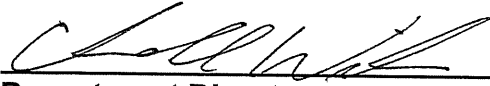
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract for Provision of Services with The Salvation Army, for the period October 1, 2015, through September 30, 2016, in an amount totaling \$93,000 to provide emergency shelter to individuals who are homeless or at risk of homelessness.

Summary: On July 21, 2015 (R2015-0949), the Board of County Commissioners approved the Palm Beach County Action Plan for Fiscal Year 2015-2016 which allocated \$522,853 in Emergency Solutions Grant (ESG) funds to non-profit agencies to provide assistance to the homeless and those at risk of becoming homeless. This contract will fund activities which include payment for the cost of operating and maintaining emergency shelters and the cost of assistance for the prevention of homelessness. The balance of the grant funds will be applied to program administration and database management. These Federal ESG funds require a matching contribution which will be provided by the funded agencies. (Human Services) Countywide (HH)

Background and Justification: The Department of Economic Sustainability received \$522,853 in funding from the U.S. Department of Housing and Urban Development (HUD). Of the \$522,853, Palm Beach County, as permitted by HUD, deducted \$39,134 from the total entitlement to be used toward administering the ESG program and \$50,000 to be used towards administering the Homeless Management Information System. Undertaking of this Program has been a collaborative effort between the Community Services Department and the Department of Economic Sustainability.

- Attachments:**
- 1. Contract for Provision of Services with The Salvation Army
 - 2. Budget Availability Statement
- =====

Recommended By: 

Department Director	Date
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Approved By: 

Deputy County Administrator	Date
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10-9-15

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	93,000				
External Revenue	(93,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

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

Budget Account No.:

Fund 1101 Dept. 143 Unit 1435 Obj. 8201 Program Code Var. Program Period: GY15

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

Funding Source is the U.S. Department of Housing and Urban Development through the Emergency Solutions Grant.

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

III. REVIEW COMMENTS

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

Sherry Br
OFMB AD 10/1 10/2/15 10/2 10/2

Dr. J. Jacobson
Contract Development and Control 10/8/15
 B. Malhotra 10-8-15

B. Legal Sufficiency:

Valerie Caldwell 10-9-15
Assistant County Attorney

C. Other Department Review:

Department Director

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

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 08/27/2015 REQUESTED BY: Shairette Major PHONE: 233-3679
Fiscal Manager II/DES
FAX: 656-7558

PROJECT TITLE: Emergency Solutions Grant PROJECT NO.: n/a

ORIGINAL CONTRACT AMOUNT: n/a

BCC RESOLUTION NO.: n/a

REQUESTED AMOUNT: \$433,719

DATE: n/a

CSA OR CHANGE ORDER NUMBER: n/a

CONSULTANT/CONTRACTOR: Community Services

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Palm Beach County Department of Community Services will manage sub recipient agreements with 5 agencies funded in FY 2015-2016 under the Emergency Solutions Grant Program. This involves, among other things, the processing of monthly invoices.

CONSTRUCTION: \$-0-
PROFESSIONAL SERVICES: \$ 433,719
STAFF COSTS: \$-0-
EQUIP./SUPPLIES:
CONTINGENCY:
MISC.
TOTAL: \$433,719

BUDGET ACCOUNT NUMBER

FUND: 1101 DEPT: 143 UNIT: 1435 OBJ: 8201 PROG CODE: various/GY15

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

~ Ad Valorem (source/type: _____)
~ Non-Ad Valorem (source/type: _____)
☒ Grant (source/type: Emergency Solutions Grant – Federal Grant)
~ Park Improvement Fund (source/type: _____)
~ General Fund ~ Operating Budget ~ Federal/Davis Bacon
~ _____ ~ _____ ~ _____

Department: Department of Economic Sustainability

BAS APPROVED BY: Edward W. Lowery

Edward W. Lowery

DATE: 08/27/2015

ENCUMBRANCE NUMBER:

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 Salvation Army, A Georgia Corporation 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 58-0660607.

WHEREAS, the COUNTY, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), has entered into an agreement with the United States Department of Housing and Urban Development (HUD) to administer the Emergency Solutions Grants (ESG) in the Palm Beach County area; and

WHEREAS, the COUNTY and the AGENCY desire to provide the activities specified in this Contract in accordance with the Fiscal Year 2015-2016 Action Plan; 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 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.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2015 and complete services on September 30, 2016.

Monthly billing or 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 Three Thousand (\$93,000). The AGENCY will bill the COUNTY on a

monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit A** for services rendered toward the completion of the Scope of Work.

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

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit D**)
3. A properly completed and signed Monthly Performance Report (**Exhibit E**)
4. A properly completed Grantee Statistics Report (**Exhibit F**)

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, 2016 of each fiscal year. Any amounts not submitted by September 30, 2016 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 AGENCY 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.

Any increase or decrease of funding within the designated contract amount may be approved in writing by the Department Director, at his discretion, up to ten percent (10%) on a cumulative basis of the contract amount during the contract term. Such requests for changes must be made in writing by the Agency to the Department Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that HUD reduces the grant amount to the County, the County will notify the Agency in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.

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 contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this 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 doesn't own any automobiles, the Business Automobile Liability requirement shall be amended allowing AGENCY to maintain Hired & Non-Owned Auto Liability. 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 COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their 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.

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, gender identity and expression, or genetic information. Where applicable, if religious affiliation is a bone-fide occupational qualification (BFOQ), such restrictions shall be allowed.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if AGENCY does not have a written non-discrimination policy, or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

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** 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 least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported on **Exhibit E and F**. 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. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "H"** on accounting for all funds expended hereunder no later than 30 days from the contract end date.
- F.** Reimburse funds to COUNTY that are deemed misused, misspent or unspent.
- 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 five (5) 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. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 Contract & Grant Coordinator
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 Palm Beach County Code of Ethics and 24 CFR 576.404. 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.

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 as amended.

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 in 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:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 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 certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance, 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:

The Salvation Army
c/o Greg Rydman
2100 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

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 AGENCY 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 AGENCY 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 accordance with Article 27 – Modifications of Work.

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

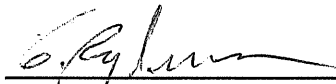
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

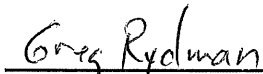
BY: _____
Clerk & Comptroller Deputy Clerk

BY: _____
Shelley Vana, Mayor

WITNESS:



Signature



Name Typed

58-0660607
AGENCY's Federal ID Number

AGENCY:

The Salvation Army, A Georgia Corporation
AGENCY's Name Typed

BY: 

Signature

Kenneth Johnson
AGENCY's Signatory Name Typed

Florida Divisional Commander
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

SCOPE OF WORK

I.THE AGENCY AGREES TO:

A. SCOPE OF SERVICES:

The AGENCY shall provide emergency shelter and case management services to single homeless men at the Center of Hope located at 1577 North Military Trail, West Palm Beach, FL. 33409. The provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 576 Subpart B. The AGENCY certifies that the eligible activities carried out under this contract will benefit persons who are "Homeless" as defined in **Exhibit B**. The services to be provided by the AGENCY shall be provided in accordance with the ESG component identified below and shall comply with the Federal regulations pertaining to such component:

- ☒ Emergency Shelter as specified at 24 CFR 576.102.
- ☐ Homelessness Prevention as specified at 24 CFR 576.103.
- ☐ Rapid Re-Housing Assistance as specified at 24 CFR 576.104.

B. COORDINATION OF SERVICES:

The AGENCY shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

C. HOMELESS AND HOUSING ALLIANCE OF PALM BEACH COUNTY:

The AGENCY is required to maintain membership in good standing, in the Palm Beach County Homeless and Housing Alliance (HHA). A member in good standing is required to attend 60% of the general HHA meetings and 70% of at least one of the HHA Sub-Committee meetings during a consecutive 12-month period.

D. BENEFICIARIES:

During the term of this contract, the AGENCY shall provide the services described herein to **36 unduplicated persons annually**. The beneficiaries of the project funded through this contract must be "Homeless", as defined in **Exhibit "B"** attached hereto and incorporated by reference. The project funded under this contract shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to DEPARTMENT. All beneficiaries of the AGENCY's services shall be current residents of Palm Beach County.

E. PERFORMANCE BENCHMARKS:

The AGENCY shall comply with the following Performance Benchmarks:

1. The AGENCY shall expend at least **\$41,850** (45% of the total funding allocated through this contract) by March 31, 2016.
2. The AGENCY shall expend the remaining **\$51,150** (55% of the total funding allocated through this contract) by September 30, 2016.

This contract may be amended to decrease and/or recapture grant funds from the AGENCY depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DEPARTMENT.

The AGENCY agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the AGENCY to comply with these Performance Benchmarks may negatively impact ability to receive future ESG funding allocations.

The AGENCY further agrees that DEPARTMENT, in consultation with any parties it deems necessary, shall be the final arbiter of the AGENCY's compliance with the above.

F. WRITTEN DOCUMENTATION:

The AGENCY shall maintain written documentation verifying that all persons assisted under this contract are "Homeless" and shall maintain written documentation of its compliance with the requirements of this contract. Upon request, the AGENCY shall provide such written documentation to DEPARTMENT.

The AGENCY shall maintain records for each program participant that document the services and assistance provided to the program participant, including, as applicable, case notes documenting services and assistance towards self-sufficiency, documentation of attainment of cash and non-cash mainstream resources, service plans, homeless documentation, and CMIS entry.

Compliance with the applicable requirements for providing services and assistance to the program participant under the ESG Component identified herein, including the provision on determining eligibility, the amount and type of assistance, and the provision on using appropriate assistance and services, can be found at 24 CFR 576.401(a)(b)(d)(e).

G. INTAKE PROCEDURES:

The AGENCY shall use written intake procedures and forms as developed by the HHA in accordance with HUD requirements.

For persons that the AGENCY regards as "Homeless", the AGENCY's intake procedures shall include documentation at intake of the evidence relied upon to establish and verify homeless status as required at 24 CFR 576.500(b). Upon request, the AGENCY shall make its written intake procedures available to DEPARTMENT. Furthermore, upon request, the AGENCY shall make the records it maintains to demonstrate compliance with 24 CFR 576.500(b)(c) available to DEPARTMENT.

H. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS

The AGENCY shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These eligibility evaluations and needs assessments shall be conducted in accordance with the centralized/coordinated assessment requirements established by HHA.

I. DETERMINATION OF INELIGIBILITY:

The AGENCY shall, for each individual and family determined by the AGENCY to be ineligible to receive ESG assistance, maintain a written record that shall include documentation of the reason for such determination of ineligibility.

J. TERMINATION OF ASSISTANCE:

The AGENCY shall establish a written formal process for the termination of ESG assistance, which process shall recognize the rights of individuals affected. If a program participant violates program requirements, the AGENCY may terminate the assistance in accordance with such formal process. The AGENCY must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

The required formal process shall, at a minimum, include:

1. The provision of a written notice to the program participant containing a clear statement of the reasons for termination.
2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
3. The provision of prompt written notice of the final decision to the program participant.

Termination in accordance with the above shall not bar the AGENCY from providing further assistance at a later date to the same family or individual. Upon request, the AGENCY shall provide all written documentation in connection with its termination of assistance to DEPARTMENT.

K. INVOICES:

The AGENCY shall submit consecutively numbered reimbursement requests (invoices) to DEPARTMENT in order to receive reimbursement of ESG funds made available under this contract. Invoices shall be submitted on a monthly basis to facilitate an even flow of funds throughout the term of the contract, and to prevent under-expenditure of allocated funds.

All invoices submitted by the AGENCY for costs permitted under this Contract must include the following:

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (**Exhibit C**)
2. A properly completed and signed Monthly Allocation Worksheet (**Exhibit D**)
3. A properly completed and signed Monthly Performance Report (**Exhibit E**)
4. A properly completed Grantee Statistics Report (**Exhibit F**)

Invoices submitted by the AGENCY for costs permitted under this contract and associated with the operation of an Emergency Shelter shall include:

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, insurance, supplies). Eligible utilities include the following services **only**:
 - a. Gas
 - b. Electricity
 - c. Water and Sewer
 - d. Telephone and internet services

- Evidence of payment by the AGENCY for the aforesaid goods and/or services consisting of a cancelled check or a copy of bank records indicating payment has cleared.
- A copy of payroll and time allocations.

DEPARTMENT, at its discretion, may modify the above lists. Upon modification of the aforesaid lists, DEPARTMENT shall, within ten (10) days, notify the AGENCY of such modification in writing.

L. REPAYMENT:

The AGENCY shall repay to the COUNTY all funds reimbursed under this contract if the AGENCY fails to comply with any requirements of this contract and all applicable program regulations which results in HUD requiring the COUNTY to repay funds reimbursed to the AGENCY under this contract.

M. MATCHING REQUIREMENT:

The AGENCY shall comply with the match requirements at 24 CFR 576.201. The AGENCY shall make matching contributions to supplement the COUNTY's ESG funds made available hereunder in an amount that at least equals the amount of ESG funds provided through this contract. Only matching contributions made by the AGENCY after the start date of this contract may be used to meet the aforesaid requirement, and contributions used by the AGENCY to match a previous ESG grant may not be used to meet the aforesaid requirement.

The AGENCY's matching contributions may be obtained from any source, including any Federal source other than ESG, as well as state, local, and private sources. However, the AGENCY shall, in regard to matching contributions from a Federal source of funds, ensure that the laws governing any such funds to be used as matching contributions to meet the aforesaid requirement do not prohibit such funds from being used to match ESG funds. Furthermore, if the ESG funds provided through this contract are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements hereunder.

The AGENCY may meet its match requirement with one or more of the following:

1. **Cash Contributions:** Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A-87 (2 CFR Part 225) and A-122 (2 CFR Part 230).
2. **Non-Cash Contributions:** The value of any real property, equipment, goods, or services contributed by the AGENCY to ESG, provided that if the AGENCY had to pay for them with ESG funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

In calculating the amount of non-cash contributions to determine the value of any donated material or building, or of any lease, the AGENCY must use a method reasonably calculated to establish the fair market value of such donated material, building, or lease. The AGENCY shall obtain DEPARTMENT's approval of any such method. In calculating the amount of non-cash contributions for services provided by individuals, the AGENCY shall value such services at rates consistent with those ordinarily paid for similar work in the AGENCY's organization. If the AGENCY does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. In all instances, the AGENCY shall obtain DEPARTMENT's approval of the rates it uses.

The AGENCY may also use costs paid by program income as provided for herein in order to meet its matching requirement provided that such costs are eligible ESG costs that supplement the AGENCY’s program undertaken with ESG funds, and the AGENCY may use any other non-cash contributions permitted at 24 CFR 576.201 after having obtained DEPARTMENT’s approval to do so.

The AGENCY agrees to provide matching contributions valued at no less than **(\$93,000)**.

N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

- 1. **Match Report:** The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (**Exhibit G**) and its supporting documentation therewith. The Match Report covering the period ending March 31, 2016, shall be submitted by the AGENCY to DEPARTMENT no later than April 30, 2016, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.
- 2. **Monthly Performance Report:** The Monthly Performance Report (**Exhibit E**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

The AGENCY shall assure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed by ESG and other applicable federal regulations. Program income shall have the meaning provided in 24 CFR 85.25, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program income from activities funded, in whole or in part, through this contract meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

The AGENCY may request that program income from activities funded, in whole or in part, through this contract be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 576. Additionally, the AGENCY must obtain prior approval from DEPARTMENT and be in compliance with its obligations, terms, and conditions herein. The expenditure of program income according to the preceding shall count toward meeting the AGENCY’s matching requirement and shall be regarded as the non-federal share under 24 CFR 84.24(b).

- 3. **ESG Grantee Statistics Report:** The ESG Grantee Statistics Report (**Exhibit F**) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this contract. This report shall be submitted no later than the 10th of each month to report on activities undertaken by the AGENCY during the previous month.

O. CLIENT MANAGEMENT INFORMATION SYSTEM:

As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS) for Palm Beach County, Division of Human Services. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this contract.

Service Provider AGENCY's will enter into the CMIS database client-level data over time and generates unduplicated aggregate reports based on that data.

II. THE COUNTY AGREES TO:

A. Provide up to **\$93,000** in funding for the following budget line items:

Budget Line Item Description	Amount
Emergency Shelter	
Salaries	\$28,000
Fringe Benefits	\$2,500
Evaluations	\$38,500
Food	\$15,000
Occupancy	\$4,000
Utilities	\$5,000
TOTAL:	\$93,000

- B. Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this contract.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with HUD regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY's reporting to DEPARTMENT on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 576.

DEFINITIONS

The following definitions, as found at 24 CFR 576.2, are applicable to this contract:

“Homeless” means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
 - ii. No subsequent residence has been identified; and
 - iii. The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
3. Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - ii. Have not had a lease, ownership interest, or occupancy contract in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health

conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

4. Any individual or family who:

- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- ii. Has no other residence; and
- iii. Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

“At Risk of Homelessness” means:

1. An individual or family who:

- i. Has an annual income below 30% of median family income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in Paragraph 1 of the homeless definition above; and
- iii. Meets one of the following conditions:
 - a. Has moved because of economic reasons two or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;
 - b. Is living in the home of another because of economic hardship;
 - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;
 - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

2. A child or youth who does not qualify as “homeless” as defined above, but qualifies as “homeless” under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as “homeless” as defined above, but qualifies as “homeless” under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

In the event that the above definitions are amended in 24 CFR 576, said amendments shall be applicable hereto.

LETTERHEAD STATIONERY

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 funding. Refer to Palm Beach County Board of County Commissioner Contract # _____.

Authorized Agency Representative

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

Reimbursement Month and Year:

Agency Name:
Contract Year:
Service Dates:

Budget Line Item	Contract Amount	Current Month Utilization	Year to Date Utilization	Contract Balance
	Total	Total	Total	Total
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 contact.

Authorized Signature

Date

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____	Contract No.: R _____ - _____
Agency Name:		
Report Prepared By:		
	Name _____	Signature _____ Date _____

BUDGETING AND EXPENDITURES

	BUDGETED	EXPENDED	PERCENTAGE
ESG Funds:	\$ _____	\$ _____	_____ %
Other Funds: _____	\$ _____	\$ _____	_____ %
Other Funds: _____	\$ _____	\$ _____	_____ %
TOTAL:	\$ _____	\$ _____	_____ %

Describe your efforts/attempts to obtain any additional funding: _____

DECLARATION OF PROGRAM INCOME:

The Agency hereby declares that during this reporting period it received the below specified program income from activities funded, in whole or in part, through this Contract. The Agency understands that it may use program income as specified in the Contract upon approval by Palm Beach County.

Program income received during this reporting period: _____
Program income received since the beginning date of the Contract: _____

Source of Program Income: _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Number of beneficiaries assisted during this reporting period: _____
Number of beneficiaries assisted since the beginning date of the Contract: _____
Total number of beneficiaries to be assisted as required by the Contract: _____

Describe new projects initiated or significant changes in operation: _____

Describe any problems or constraints encountered during this reporting period: _____

Technical assistance needed and/or requested: _____
Other comments: _____

EXHIBIT “F”

EMERGENCY SOLUTIONS GRANT PROGRAM
GRANTEE STATISTICS REPORT

*The data provided in this report will be evaluated during monitoring and compared to data from CMIS reports.

Agency:			Agreement No:			
Date			Month/Year Reporting:			
Beneficiary Data	Average Number of Persons Served Daily (specify Adults and Children		Total # of Duplicated persons served year to date		Total # of unduplicated persons served year to date	
Rapid Re-housing						
Homeless Prevention						
Emergency Shelter						
Number of Persons Served Year to Date Who Are:						
	Homeless Prevention		Rapid Re housing		Emergency Shelter	
Number of Persons in household	Total For Month	Total Year to Date	Total for Month	Total year to Date	Total for Month	Total Year to Date
Adults						
Children						
Don't Know/refused						
Missing Information						
Gender: Male						
Female						
Transgendered						
Unknown						
Age: Under 18						
18-24						
Over 24						
Don't Know/Refused						
Missing Information						
Familial Data			Number of Persons Served Year to Date Who Are:			
			Male		Female	
Unaccompanied 18 and over						
Unaccompanied under 18						
Families with Children Headed By:						
Single 18 and Over						
Single Under 18						
Two Parents 18 and over						
Two Parents under 18						
Family Households with no Children						
Racial/Ethnic Data			Number of Persons Served Year to Date Who Are:			
			# Total		# Hispanic	

White:			
Black/African American:			
Asian:			
American Indian/Alaskan Native:			
Native Hawaiian/Other Pacific Islander:			
American Indian/Alaskan Native & White:			
Asian & White:			
Black/African American & White:			
Am. Indian/Alaskan Native & Black/African American:			
Other Multi-Racial:			
Types of Housing (Residential Only)	Number of Persons Served Year to Date in:		
Barracks:			
Group/Large Home:			
Scattered Site Apartment:			
Single family Detached Home:			
Single Room Occupancy:			
Mobile Home/Trailer:			
Hotel/Motel:			
Other:			
Demographic Data		Number of Persons Served Year to Date Who Are:	
	Homeless Prevention	Rapid Re Housing	Emergency Shelter
Chronically Homeless			
Severely Mentally Ill			
Chronic Substance Abuse			
Other Disability			
Veterans			
Persons with HIV/AIDS			
Victims of Domestic Violence			
Elderly			
Comments:			

**“EXHIBIT G”
LETTERHEAD STATIONERY**

DATE: _____

TO: Claudia Tuck, Director
Human and Veteran Services
810 Datura Street Suite 350
West Palm Beach, FL 33401

FROM: Name of Agency: _____

SUBJECT: **REPORT OF MATCH PROVIDED UNDER ESG AGREEMENT (R-_____ - _____)**

As required by the Emergency Solutions Grants Program (ESG) Agreement identified above, our Match toward the expense of providing the ESG activity funded under the Agreement has been provided as described below.

Matching Period (Check One)	Description of Agency’s Match	Match Value
<input type="checkbox"/> 10/1/2015 to 3/31/2016		\$ _____
<input type="checkbox"/> 4/1/2016 to 9/30/2016		\$ _____

The following attachments are provided to substantiate the Match:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I certify that the statements above and the documents provided are accurate representations of Agency records.

Name

Title

Signature

EXHIBIT H

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective _____, 201__, for ____ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Contract;

OR

☐ There were under expenditures in the amount of \$_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____ [date]; all other funds were spent in accordance with the provisions of the Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

Signature

Date

Print Name

NON-DISCRIMINATION POLICY

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

() _____ (company name) hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

(✓) _____ Salvation Army does not have a written non-discrimination policy; however Salvation Army affirms that its non-discrimination policy is in conformance with the above. Where applicable, if religious affiliation is a bone-fide occupational qualification (BFOQ), such restrictions shall be allowed.

COMPANY:



Signature

Kenneth Johnson

Name (type or print)

Florida Divisional Commander

Title

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY**

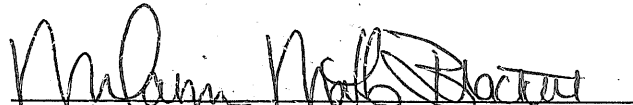
A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT the Board of Trustees of The Salvation Army, a Georgia Corporation for The Salvation Army Palm Beach County Area Command authorizes **Kenneth Johnson**, Divisional Commander, to sign on the behalf of the Corporation the Palm Beach County Board of County Commissioners Agreement for HUD ESG funds for The Salvation Army Palm Beach County Center of Hope Transitional Housing Program for the 2015-16 Fiscal Year.


BE IT FURTHER RESOLVED THAT for the purpose of consummating said transaction, the President, **DONALD C. BELL**, or Vice President, **F. BRADFORD BAILEY**, or Treasurer/Assistant Secretary, **SAMUEL A HENRY**, or Trustee, **WILLIAM G. MOCKABEE**, or Assistant Treasurer **STEPHEN ELLIS**, or Secretary, **WARD MATTHEWS**, or Trustee, **JOHN T. NEEDHAM**, or Trustee, **MARGARET MCGOURN**, or Trustee, **DEBI BELL**, or Trustee, **HEIDI BAILEY**, or Assistant Secretary, **MELANIE MATHIS BRACKETT**, or Contracting Officer, **BRUCE E. SMITH** are authorized, directed and empowered to issue, sign and deliver, as the act and deed of this Corporation.

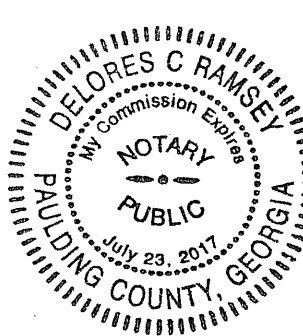
I, Melanie Mathis Brackett, Assistant Secretary of The Salvation Army, a Georgia Corporation, do hereby certify that the foregoing is a Resolution adopted by the Board of Trustees of said Corporation at a meeting held on the 20th day of August, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this Corporation on this 20th day of August, 2015.


Melanie Mathis Brackett, Assistant Secretary

Sworn to and subscribed before me this 20th day of August, 2015.


Notary Public



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, August 13, 2015

Images

Contracts

Insured: The Salvation Army, A Georgia Corporation

Insured ID: 041HS01FY15

Status: Compliant (with overrides)

ITS Account Number: PLC1322

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 1/1/2016			
General Aggregate:	\$500,000	\$500,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$500,000	\$500,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 1/1/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$100,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 1/1/2016			
Each Occurrence:	\$0	\$3,000,000	
Aggregate Limit:	\$0	\$3,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 1/1/2016			
<u>Professional Liability</u>			
Expiration: 1/1/2016			
Each Occurrence:	\$1,000,000	\$3,000,000	
Aggregate Limit:	\$1,000,000	\$3,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Summary of Certificates

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Thursday, August 13, 2015

Images

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Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 1/1/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$100,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 1/1/2016			
Each Occurrence:	\$0	\$3,000,000	
Aggregate Limit:	\$0	\$3,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 1/1/2016			
<u>Professional Liability</u>			
Expiration: 1/1/2016			
Each Occurrence:	\$1,000,000	\$3,000,000	
Aggregate Limit:	\$1,000,000	\$3,000,000	

Notifications

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