

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	March 14, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Economic Sustainability		

I. EXECUTIVE BRIEF

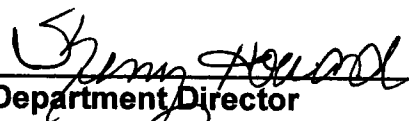
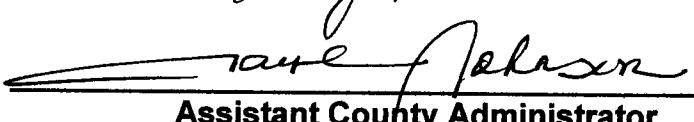
Motion and Title: Staff recommends motion to approve: Amendment No. 001 to an Agreement (R2015-0425) with Gulfstream Goodwill Industries, Inc. to extend the Agreement expiration date from August 30, 2018 to March 31, 2019.

Summary: On April 7, 2015, the County entered into an Agreement (R2015-0425) with Gulfstream Goodwill Industries, Inc. (GGI) to provide \$70,000 in Community Development Block Grant (CDBG) funds to fund the lease of a customized box truck for a period of 36-months. The truck is utilized for the delivery of meal and laundry services to homeless clients sheltered at the Philip D. Lewis Center (Center). The vehicle was competitively procured from Ryder Trucking via an Invitation to Bid, but was not delivered until March 2016, as Ryder Trucking experienced abnormal delays in customizing the truck, which included installing a motorized lift gate. The vehicle lease agreement between Ryder Trucking and GGI commenced in March 2016 and will expire in March 2019. Approval of this agenda item will amend the Agreement to coincide with the end date of the vehicle lease agreement. Any funds remaining unexpended after expiration of this Agreement will be reprogrammed to fund other eligible CDBG activities. **These are Federal CDBG funds which require no local match.** Countywide (JB)

Background and Justification: On July 22, 2014, the Board of County Commissioners (BCC) approved the Fiscal Year 2014-2015 Action Plan (R2014-1079) which allocated \$659,896 to the Department of Community Services (DCS) for expenses related to the operation of the Center. The Center has 60 emergency beds which are used to house homeless persons. Through an agreement with DCS, GGI manages the day-to-day operation of the Center, including the provision of services to homeless clients who are sheltered there. The box truck is required for the daily transportation of meals to the Center and for the daily transportation of linens, towels, and other laundry to a commercial laundering facility. To facilitate GGI's provision of the transportation services, DCS requested that \$70,000 of the \$659,896 in CDBG funding allocated to the Center be reprogrammed to GGI to acquire a vehicle. Consultation with the U.S. Department of Housing and Urban Development resulted in a determination that the vehicle be leased rather than purchased. The project was determined by the DES to be an eligible public service activity under the CDBG Program. This Amendment will ensure provision of certain transportation services for homeless persons at the Lewis Center through the full term of the existing vehicle lease.

Attachment(s):

1. Amendment No. 001 to the Agreement with Gulfstream Goodwill Industries, Inc.
2. Agreement (R2015-0425) with Gulfstream Goodwill Industries, Inc. with Exhibits A to D
3. Gulfstream Goodwill Industries, Inc. time extension request dated January 3, 2017

Recommended By:		<u>2-13-17</u>
	Department Director	Date
Approved By:		<u>2/14/17</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
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 _____ No _____

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

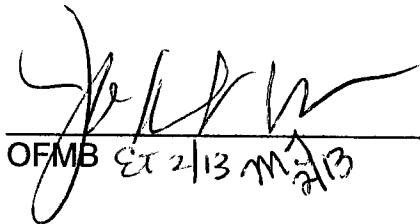
* No Fiscal Impact

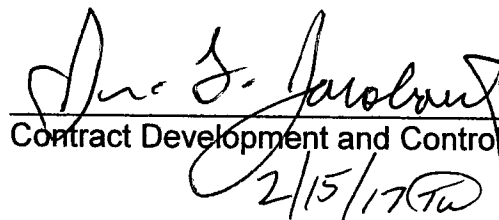
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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


OFMB 2/13/17

 2/15/17
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

**AMENDMENT 001 TO THE AGREEMENT
WITH
GULFSTREAM GOODWILL INDUSTRIES, INC.**

Amendment 001 entered into on _____, by and between **Palm Beach County** and **Gulfstream Goodwill Industries, Inc.**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2015-0425) with Gulfstream Goodwill Industries, Inc. (Agency) on April 7, 2015, to make available \$70,000 of Community Development Block Grant (CDBG) funds for the lease of a customized vehicle to provide transportation services for the Senator Philip D. Lewis Center; and,

WHEREAS, the Agency has requested to modify the Agreement to extend the expiration date of the Agreement to coincide with the expiration date of the vehicle lease agreement; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 6: MAXIMUM COMPENSATION

Delete "August 30, 2018" and replace it with "March 31, 2019".

C. SECTION 7: TIME OF PERFORMANCE

Delete "August 30, 2018" and replace it with "March 31, 2019".

D. NEW: SECTION 36: INCORPORATION BY REFERENCE

Add the following Section to the Agreement:

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

E. NEW: SECTION 37: PUBLIC RECORDS

Add the following Section to the Agreement:

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Agency shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Agency is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Agency further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Agency does not transfer the records to the County.
- D. Upon completion of the Agreement the Agency shall transfer, at no cost to the County, all public records in possession of the Agency unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically by the Agency must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Agency to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Agency acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Agency and the County have caused this Amendment 001 to be executed on the date first above written.

(AGENCY SEAL)

GULFSTREAM GOODWILL INDUSTRIES, INC.

By: Marvin A. Tanck
Marvin A. Tanck, President

By: Kathryn Spencer
Kathryn Spencer, Vice President

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard,
Deputy Director

R20150425
AGREEMENT BETWEEN PALM BEACH COUNTY
AND
GULFSTREAM GOODWILL INDUSTRIES, INC.

THIS AGREEMENT, entered into on APR 07 2015, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **Gulfstream Goodwill Industries, Inc., (GGI)**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1715 Tiffany Drive East, West Palm Beach, FL 33407-0224.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County will make available up to **\$70,000** in CDBG funds to Gulfstream Goodwill Industries, Inc. to provide services to benefit low and moderate income persons within Palm Beach County by funding certain costs associated with leasing a vehicle to be used exclusively to provide transportation services related to the Senator Philip D. Lewis Center (Lewis Center); and

WHEREAS, Palm Beach County and Gulfstream Goodwill Industries, Inc. desire to provide the services specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage **Gulfstream Goodwill Industries, Inc.** to implement such undertakings of the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
 - (A) "County" means Palm Beach County.
 - (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
 - (C) "DES" means Palm Beach County Department of Economic Sustainability.
 - (D) "Agency" means Gulfstream Goodwill Industries, Inc..
 - (E) "DES Approval" means the written approval of the DES Director or designee.
 - (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
 - (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Section 5 of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Agency shall provide transportation services to and from the Senator Philip D. Lewis Center. These activities are determined to be **Public Services under 24 Code of Federal Regulations (CFR) 570.201(e)**. The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low-and-Moderate Income Persons** that will meet a **National Objective per 24 CFR 570.208(a)(2) – Limited Clientele**.

4. **GENERAL COMPLIANCE**

The Agency shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Agency also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Agency shall, in a satisfactory and proper manner as determined by DES, perform the services outlined in Exhibit "A" and submit invoices using the letterhead stationery in Exhibit "B", both of which are attached hereto and incorporated by reference.

6. **MAXIMUM COMPENSATION**

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **SEVENTY THOUSAND DOLLARS (\$70,000)** for the period of April 7, 2015 to August 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-14-UC-12-0004. The effective date shall be April 7, 2015, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by August 30, 2018.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to DES proper documentation. Satisfactory proof of payment by the Agency shall consist of

originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by DES.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DES for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Agency and DES. Invoices will not be honored or approved if received by DES later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and shall submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(C) **SUBCONTRACTS**

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) **PURCHASING**

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS**

DES shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.

(G) **PRIOR WRITTEN APPROVALS - SUMMARY**

The following, among others, require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) **PROGRAM-GENERATED INCOME**

The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-87 and other applicable regulations incorporated herein by reference. All revenues earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported to DES on a monthly basis. Such revenues in excess of \$25,000 annually are considered program income.

The Agency may retain program income to fund other eligible activities as defined by CDBG regulations at 24 CFR Part 570, subject to written approval of DES, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits). Furthermore, the Agency agrees that the provisions of this Agreement shall apply to any activities funded with the Agency's program income. Such program income shall only be used to undertake the activities authorized by a written agreement. The Agency shall return to the County all program income not utilized for such authorized activities.

The requirements of this Paragraph shall survive the expiration of this Agreement.

10. **NON-DISCRIMINATION**

The Agency warrants and represents that all of its employees, and those that receive benefits from the activities carried out by the performance of this Agreement, are treated equally 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.

The Agency has submitted to the County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Agency doesn't have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to the County that the Agency will conform to the County's non-discrimination policy as provided in R2014-1421, as amended.

11. **OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Agency shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. **PROJECT BENEFICIARIES**

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Agency shall provide written verification of compliance to DES upon DES's request.

13. **EVALUATION AND MONITORING**

The Agency agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Agency shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Agency shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Agency shall allow DES, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

14. **AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the Provision of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline.

The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

18. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the 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 attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

19. INSURANCE BY AGENCY

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. Prior to execution of this Agreement and commencement of any operations/services provided under this contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage.

The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(A) **COMMERCIAL GENERAL LIABILITY**

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(B) **BUSINESS AUTOMOBILE LIABILITY**

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only 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. The Agency agrees that this coverage shall be provided on a primary basis. **The Agency shall also maintain Physical Auto Damage coverage on the leased vehicle.**

(C) **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY**

The Agency shall agree to maintain Workers' Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(D) **ADDITIONAL INSURED**

The Agency shall agree to 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 Economic Sustainability"**. The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) **CERTIFICATE OF INSURANCE**

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. In addition, the Agency agrees to notify the County of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement.

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

20. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Agency shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to DES, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22. CITIZEN PARTICIPATION

The Agency shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DES.

23. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Agency will make a good faith effort to recognize DES's support for all activities made possible with funds available under this Agreement.

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Agency's Personnel Policies and Job Descriptions;
- (K) The Agency's Articles of Incorporation and Bylaws;
- (L) The Agency's Certificate of Insurance.

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

25. TERMINATION AND SUSPENSION

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

26. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

28. PROJECT REPRESENTATIVE AND NOTICES

The Agency must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Agency in the performance of the work. Communication with the Agency shall be through this Representative. The Agency shall notify DES immediately if the Project Representative is changed, must identify the name of the new Representative, and the effective date of the change.

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its address on page one (1) of this Agreement.

29.. **INDEPENDENT AGENT AND EMPLOYEES**

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

30. **NO FORFEITURE**

The rights of the County or the Agency under this Agreement shall be cumulative and failure on the part of the County or the Agency to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

32. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

33. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

34. **COUNTERPARTS OF THIS AGREEMENT**

This Agreement, consisting of seventeen (17) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

35. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

GULFSTREAM GOODWILL INDUSTRIES, INC.

APR 07 2015

WITNESS our Hands and Seals on the _____ day of _____, 2015.

(AGENCY SEAL)

GULFSTREAM GOODWILL INDUSTRIES, INC.

By: Marvin A. Tanck
Marvin A. Tanck, President

By: Kathryn Spencer
Kathryn Spencer, Vice-President

(COUNTY SEAL BELOW)

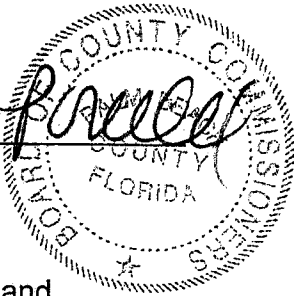
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: Shelley Vana
Shelley Vana, Mayor
Palm Beach County

By: Nancy Powell
Deputy Clerk



Document No.: R2015W0425

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: James Brako
James Brako
Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"

PROGRAM NARRATIVE

1. AGENCY OBLIGATIONS:

- A. **SCOPE OF WORK/SERVICES:** The Agency shall utilize this CDBG allocation to fund costs associated with the lease of a vehicle for daily transport of laundry and food to and from the Agency's off-site laundry and kitchen to the Lewis Center and for assisting in undertaking other functions necessary for the operation of the Lewis Center. The leased vehicle shall be used solely for purposes associated with the operation of the Lewis Center and shall be operated solely by employees of the Agency. Occupants of the vehicle are restricted to employees of the Agency and employees of Palm Beach County. Specifically, CDBG funds will be used to reimburse the Agency a total amount not to exceed \$70,000 for the lease of one (1) vehicle for a period of up to three (3) years.

Lease Procurement, Vehicle Maintenance and Insurance:

- Agency shall develop detailed specifications for truck dealers' review.

Specifications shall contain and address, at a minimum, the following items:

- Make and model
- Agency's mileage requirement
- Vehicle equipment requirements
- Down payment requirement, if any (In quotes where a down payment is required by the dealer, said down payment shall be reasonable so as to not front-load the cost of the entire lease.)
- Monthly vehicle payment

NOTE 1: Lease request for dealers shall be for a fully equipped vehicle to allow Agency to perform services contained herein.

NOTE 2: Lease shall contain adequate mileage allowance therein to cover estimated mileage used during the lease period. The Agency is responsible for all mileage fees in excess of the lease terms and all costs associated with lease termination.

- Agency shall submit vehicle specifications for review and approval by DES prior to presentation to the truck dealers for price quotes.
- Agency shall obtain at least three written quotes for the vehicle.
- Agency shall compute the total lease cost for the vehicle based on the sum of the down payment required at lease inception and the maximum of thirty-six (36) monthly payments.
- Agency shall send lease award recommendation to DES for review and approval **prior** to executing lease agreement. The lease award request shall include a copy of the specifications sent to the dealers, a detailed summary of the responses received and the Agency's recommendation of the dealer to be used.
- Agency shall be responsible for all costs associated with the operation and maintenance of the vehicle during the term of the lease.
- Agency shall, as part of its Auto Liability policy, maintain Auto Physical Damage coverage for the duration of the lease contained herein.

- B. **MONTHLY REPORTS:** The Agency, as a condition of reimbursement, shall submit the Monthly Mileage Report (Exhibit "C") accompanied by the Detailed Monthly Narrative Report (Exhibit "D").

Monthly Mileage Report: (attached as Exhibit "C" and incorporated by reference) shall be submitted to DES by the 10th day of each month, and shall document the mileage accumulated by the leased vehicle. The Agency certifies that all mileage accumulated is per the guidelines set forth herein.

The Agency agrees that it may be subject to a decrease and/or recapture of project funds if the Agency's performance is unsatisfactory in providing the required services to the Senator Philip D. Lewis Center.

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

- C. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Agency shall submit, no later than the 10th day of each month, consecutively numbered invoices to DES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Agency to submit invoices. Additionally, a copy of the lease invoice and a Monthly Mileage Report (Exhibit "C") for the vehicle shall be submitted with each request for reimbursement.
- D. **REPAYMENT:** The Agency shall repay to the County funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County. Agency shall also pay to the County the amount of \$.50 per mile for all mileage incurred on the vehicle for non approved uses.

2. COUNTY OBLIGATIONS:

- A. Reimburse the Agency an amount not to exceed **\$70,000** for the cost of the approved lease agreement payments for the vehicle for a maximum of up to three (3) years. Use of the vehicle for any activities other than those described herein may result in immediate termination of this Agreement.
- B. Provide overall administration and coordination of activities to ensure that services contained herein are completed in a timely manner.
- C. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, may be conducted by DES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Gulfstream Goodwill Industries, Inc.
1715 Tiffany Drive East
West Palm Beach, FL 33407-0224

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R2015 - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

EXHIBIT "C"
PALM BEACH COUNTY MONTHLY MILEAGE REPORT
GULFSTREAM GOODWILL INDUSTRIES, INC.

Vehicle License Number: _____

Report for the Month/Year: _____

Day of Month	Start Mileage		End Mileage		DRIVER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

TOTAL MILES THIS MONTH	
-------------------------------	--

Signature of Supervisor

Date

Print Name

Title

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R2015-_____ **Month Covered:** _____

Agency: Gulfstream Goodwill Industries, Inc.

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DES.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:



1715 Tiffany Drive East
West Palm Beach, FL 33407
Tel: 561.848.7200
Fax: 561.848.0346
TDD: 561.848.3806
gulfstreamgoodwill.org

January 3, 2017

Ms. Sherry Howard, Deputy Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

\$ 10,000.00

Dear Ms. Howard,

Gulfstream Goodwill Industries, Inc. (GGI) is requesting an amendment to contract R2015-0425 which provides funding for a leased truck from Ryder Trucking. This truck is used by the Senator Philip D. Lewis Center to transport laundry and food for use at the center. The contract period is from 4/7/15 to 8/30/18. GGI ordered the truck but Ryder experienced several issues with ordering and installing the proper lift gate. The truck wasn't delivered until March 31, 2016. Because of the late start to the lease agreement with Ryder, the expiration of the Ryder lease isn't until the end of March, 2019.

GGI is requesting that the expiration date of our contract with you be amended to coincide with the end date of our Ryder lease agreement. This won't change the award amount of the contract.

Please let me know if you require any further information.

Thank you for your attention in this matter.

Sincerely,

Kathryn Spencer
Vice President, Program Services

Cc: Carlos Serrano, Director, Strategic Planning and Operations

