# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# **AGENDA ITEM SUMMARY**

Meeting Date: July 11, 2017		[X] [ ]	Consent Ordinance	[]	Regular Public Hearing
Department Submitted By: Submitted For:	Community Servi	ces			
	I. EXE	CUTIV	<u>E BRIEF</u>		
Contract for Provision (R2016-1475), for the funding by \$4,355 f	on of Services with ne period October 1 or a new total cont	Adopt-/ I, 2016 ract an	A-Family of the , through Sept nount not to e	e Palm tember xceed	mendment No. 1 to Beaches, Inc. (AAF) 30, 2017, increasing \$266,416, to provide meless or at risk of
Solutions Grant (ES service dollars are r needs of the clients. Re-housing progran	SG) funding from Greviewed throughou These reallocated on The funds will conformelessness. No	Y 2015 t the co dollars v over rer o Coun	to the currer ontract year ar will be utilized f otal security de	nt fiscal nd reall for the A eposits	emaining Emergency I year program. ESG located to best fit the Adopt-A-Family Rapid for families who are d. (Division of Human
receives annual ESC	entitlement funding Community Services	g from t Depar	he U.S. Depar tment (CSD), a	tment o	Sustainability (DES) of Housing and Urban sult of a collaborative ESG program.
Attachments:  1. Amendment No. 1  2. Original Budget A			of Services wi	th AAF	
Recommended By:	Department Direc	Le			
Approved By:	Money y A Assistant County	30lhr	<u>∽</u> nistrator	ク	18/17 ate

# II. FISCAL IMPACT ANALYSIS

	Т				
Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	4,355				ta bar i A
External Revenue	(4,355)				
Program Income					
In-Kind Match (County)					5.,5%
NET FISCAL IMPACT	0				2
# ADDITIONAL FTE POSITIONS (Cumulative)					
Budget Account No.: Fund 1101 Dept. 143 Unit  B. Recommended So Funding Source is (HUD) via the Eme  C. Departmental Fisc	ources of Funds the U.S. Departm rgency Solutions cal Review:	/Summary nent of Hous Grant (ESC	<b>of Fiscal Ir</b> sing and Url	npact:	
	Julie i	Dowe, Direc	tor, Financi	al & Support	t Svcs.
A. OFMB Fiscal and/	<u>III. REVI</u>	EW COMM	<u>ENTS</u>		
OFMB ET 4/20 E	III. REVI	EW COMM	ENTS  and Control		
OFMB ET 4/20 E	III. REVI	EW COMM	ENTS  and Control	Comments	

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

Department Director

# AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES (R20	016-1475)
made and entered into at West Palm Beach Florida. On this	day of
, 2017 by and between PALM BEACH COUNTY, a Political S	Subdivision
of the State of Florida, by and through its Board of County Commissioners, h	ereinafter
referred to as "COUNTY" and the Adopt-A-Family of the Palm Beaches, Inc.,	hereinafter
referred to as the "AGENCY", a not-for-profit corporation, entitled to do busin	ess in the
State of Florida, whose address is 1712 2nd Avenue North, Lake Worth, Florida,	da 33460.

#### WITNESSETH:

**WHEREAS**, the parties entered into a contract on October 18, 2016, which the AGENCY has agreed to provide homeless services; and

WHEREAS the contract currently has an expiration date of September 30, 2017 and is funded in the amount of <a href="Two Hundred Sixty-Two Thousand">Two Hundred Sixty-Two Thousand</a> and <a href="Sixty-One Dollars">Sixty-One Dollars</a> (\$262,061); and

WHEREAS, the parties desire to increase the contract to the amount of <u>Four</u>
<u>Thousand Three Hundred and Fifty-Five Dollars (\$4,355)</u> for a new amount not to <u>exceed Two Hundred Sixty-Six Thousand Four Hundred and Sixteen dollars</u>
<u>\$266,416.</u>

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract entered into on October 18, 2016 is hereby amended as follows:

- 1. So much as Article 3 PAYMENTS that reads an amount not to exceed Two Hundred Sixty Two Thousand Sixty One dollars (\$262,061), is hereby amended to read, an amount not to exceed <a href="Two Hundred Sixty-Six">Two Hundred Sixty-Six</a> <a href="Thousand Four Hundred and Sixteen dollars">Thousand Four Hundred and Sixteen dollars</a> (\$266,416).
- 2. Exhibit "A" is hereby replaced by "A-1" attached hereto and made a part thereof.

# **OTHER PROVISIONS:**

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

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

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
BY:	BY:
Deputy Clerk	Paulette Burdick, Mayor
WITNESS:	AGENCY:
Signature Electronic	Adopt-A-Family of the Palm Beaches, Inc AGENCY's Name Typed
Deura Perca Name Typed	BY: <u>Matthe Cartaite</u> Signature
59-2471253	Matthew Constantine
AGENCY's Federal ID Number	AGENCY's Signatory Name Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
Dyr	AGENCY's Signatory Title Typed
By: Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS Department of Community Services
	James Green, Director

#### SCOPE OF WORK

# I. THE AGENCY AGREES TO:

#### **A. SCOPE OF SERVICES:**

The AGENCY shall provide emergency shelter to families with children and financial assistance and support services to homeless families to ensure that these families become stably housed. Emergency Shelter services will be provided at 1318 Henrietta Avenue West Palm Beach, Florida. Financial assistance shall be in the form of rental security deposit, utility deposits; and short term and medium term rental assistance. Services shall be provided to homeless families after being screened by a Lewis Center Navigator. The Housing Stabilization Program will be operated from the Lewis Center located at 1000 45th Street, West Palm Beach, Florida. 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:

- [X] Emergency Shelter as specified at 24 CFR 576.102.
- [ ] Homelessness Prevention as specified at 24 CFR 576.103.
- [X] 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 **22 unduplicated families annually**. The beneficiaries of the project funded through this contract must be "At Risk of Homelessness", 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 \$117,927 by March 31, 2017.

2. The AGENCY shall expend the remaining \$148,489 by September 30, 2017.

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, security deposit, rental assistance, and utility payments made on behalf of the program participant and CMIS entry.

For rental assistance, the records shall include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.

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 including utilization of the SPDAT (Service Prioritization Decision Assistance Tool).

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 core standards for administering Rapid Re-Housing 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 F)
- **4.** A properly completed Grantee Statistics Report (Exhibit G)

Invoices submitted by the Agency for costs permitted under this Agreement and associated with Rapid Re-Housing shall include:

**For security deposits** (equal to no more than two (2) months of rent), the Agency shall submit:

• Evidence of payment of the deposit consisting of a cancelled check or a copy of bank records indicating payment has cleared.

**For utility deposits** (for standard utility deposits as required by the utility company), the Agency shall submit: Requests for eligible utilities only which are gas, electricity, water, and sewer.

- Evidence showing that the program participant or a member of the program participant's household has an account in his or her name with the utility company. If the account is in the name of a household member, proof must be submitted to show that the account service address is the same address as the program participant's address.
- Evidence of payment of the deposit consisting of a cancelled check or a copy of bank records indicating payment has cleared.

#### For short term and medium term rental assistance the Agency shall submit:

 Evidence of payment consisting of a cancelled check or a copy of bank records indicating payment has cleared.

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, etc.). Eligible utilities **only** include:
  - 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.
- Agency must submit a copy of payroll report or similar documentation and monthly report of salary and benefits costs.

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. <u>Cash Contributions:</u> 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. <u>Non-Cash Contributions:</u> 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 **\$266,416**.

#### N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

- 1. <u>Match Report:</u> 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 <u>August 31, 2017</u>, shall be submitted by the AGENCY to DEPARTMENT no later than <u>September 30, 2017</u>, 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.** <u>Monthly Performance Report:</u> The Monthly Performance 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 10<sup>th</sup> 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 10<sup>th</sup> 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, which is hosted by Palm Beach County Division of Human Services (Division). The AGENCY shall, within ten (10) days of entering into this contract, make arrangement through the Division to obtain access to CMIS and shall, on a continuous basis during the term of this contract, enter all information required by CMIS into such system as relates to the AGENCY's activities undertaken in connection with this contract. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this contract.

#### II. THE COUNTY AGREES TO:

Provide up to **\$266,416**. in funding for emergency shelter operations and rental and utility assistance.

Budget Line Item Description	Amount
Rapid Re-Housing	
Security Deposits	\$41,355
Rental Assistance	\$134,547
Rapid Rehousing Total	\$ 175,902
Emergency Shelter Operations	
Operating costs, including but not limited to: Insurance, building maintenance and maintenance supplies, building security, telephone, utilities, office supplies, postage, printing, fuel costs, lawn maintenance, lease rental, permits/licensing, training/development	\$ 90,514
Emergency Shelter Total	90,514
TOTAL:	\$266,416

- **A.** Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this contract.
- **B.** Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.

- C. 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.
- **D.** Assume the environmental responsibilities described in 24 CFR 576.

# **Summary of Certificates**

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

#### Tuesday, May 16, 2017

Simple View Certificate Images Documents Call Log

Insured:

Adopt-A-Family of the Palm Beaches, Inc.

Insured ID: 002FAA02FY15

Status:

Compliant (with overrides)

ITS Account Number:

PLC1273

Project(s):

**Palm Beach County - Community Services** 

Insurance Policy	Required	Provided	<u>Override</u>
General Liability			
Expiration: 12/7/2017			
General Aggregate:	\$500,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	<b>\$0</b>	<b>\$0</b>	
Medical Expense:	\$0	<b>\$0</b>	
<u>Automobile Liability</u> Expiration: 12/7/2017	All Owned Autos Hired Autos Non-Owned Autos	Any Auto not provided Hired Autos Non-Owned Autos	X
Combined Single Limit:	\$500,000	\$1,000,000	
Workers Compensation/Employers Liability	WC Stat. Limits	WC Stat. Limits	X
Expiration: 12/22/2017			
<u>Professional Liability</u> Expiration: 12/7/2017			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$1,000,000	

Notifications (Show All)

There were no deficiency letters issued.

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

Certificate Submittal

https://its.insurancetrackingservices.com/clientreports/ProblemsSpecificRpt.asp?Vendor=1... 5/16/2017

# BUDGET AVAILABILITY STATEMENT

**REQUEST DATE: 09/13/2016** 

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: 11/2

BCC RESOLUTION NO.: n/a

REQUESTED AMOUNT: \$428,867

DATE: n/a

CSA OR CHANGE ORDER NUMBER: 11/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 2016-2017 under the Emergency Solutions Grant Program. This involves, among other things, the processing of monthly invoices.

CONSTRUCTION: \$-0-

PROFESSIONAL SERVICES: \$ 428,867

STAFF COSTS: \$-0-EQUIP/SUPPLIES: CONTINGENCY:

MISC.

**TOTAL:** \$428,867

#### BUDGET ACCOUNT NUMBER

FUND: 1101 DEPT: 143 UNIT: 1435 OBJ: 8201 PROG CODE: various/GY16

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

~ Ad Valorem (source/type:		. }
~ Non-Ad Valorem (source/type:		·
x Grant (source/type: Emergency S	olutions Grant - Federal Grant	).
~ Park Improvement Fund (source/t	ype:	)
~ General Fund	~ Operating Budget	~ Federal/Davis Bacon
~	~	~
Department: Department of Economic BAS APPROVED BY: Edward W. Encumbrance number:	al to former	DATE: 09/13/2016