

Date 5/29/18

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	35,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	35,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget: Yes X No
Does this item include the use of federal funds?: Yes No X

Budget Account No.:
Fund 0001 Dept. 148 Unit 1331 Obj. 3401 Program Code HS11 Program Period FY18

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Source of funding is Palm Beach County Ad Valorem

C. Departmental Fiscal Review: 
Julie Dowe, Director of Financial and Support Services

III. REVIEW COMMENTS

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

 5/25/18
OFMB 5/23 5/24
 5/25/18
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT TO
CONTRACT FOR PROVISION OF SERVICES**

THIS AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES (R2017-1222) is made and entered into at West Palm Beach Florida on this ____ day of _____, 2018 by and between PALM BEACH COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY", and Adopt-A-Family of the Palm Beaches, Inc., hereinafter referred to as the "AGENCY", a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 1712 2nd Avenue North, Lake Worth, Florida 33460, and whose Federal Tax I.D. is 59-2471253.

WITNESSETH:

WHEREAS, the parties entered into a contract on September 26, 2017, ("Original Contract"), (R2017-1222), in which the AGENCY agreed to provide services in the A Place Called Home Program, for the period from October 1, 2017 through September 30, 2018; and

WHEREAS, the Original Contract has an expiration date of September 30, 2018 (R2017-1222) and is funded in the amount of **ONE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$104,761)**; and

WHEREAS, the parties have mutually agreed to increase the contract amount by **THIRTY FIVE THOUSAND DOLLARS (\$35,000)**, for a new total contract amount of not to exceed **ONE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$139,761)** effective April 1, 2018, and

WHEREAS, the parties shall amend this agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this agreement; and

NOW THEREFORE, the above named parties hereby mutually agree that the Original Contract entered into on September 26, 2017 (R2017-1222) is hereby amended as follows:

1. **Exhibit A** is replaced in its entirety by **Exhibit A-1** attached hereto and made a part hereof.
2. **Exhibit B** is replaced in its entirety by **Exhibit B-1** attached hereto and made a part hereof.
3. **ARTICLE 3 – PAYMENTS** is replaced in its entirety by the following:

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed **ONE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS (\$139,761)**, The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B-1** for services rendered toward the completion of the Scope of Work **Exhibit A-1**.

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**) **along with Exhibit E.**
3. Case management, security, utility payments require a copy of the general ledger to be included with monthly reimbursement requests

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, 2018 of each fiscal year. Any amounts not submitted by September 30, 2018 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.

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, 2018 of each fiscal year. Any amounts not submitted by September 30, 2018 shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

OTHER PROVISIONS:

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

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller


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


BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Melissa McKinlay, Mayor

WITNESS:



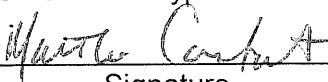
Signature


Name Typed
59-2471253

AGENCY's Federal ID Number

AGENCY:

Adopt-A-Family of the Palm Beaches, Inc

AGENCY's Name Typed
BY: 

Signature
Matthew Constantine

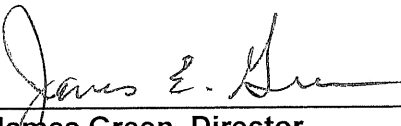
AGENCY's Signatory Name Typed
Executive Director

AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

By: _____
Assistant County Attorney

By: 

James Green, Director

SCOPE OF WORK

Services: Services provided to any family member that is homeless and requests services from the HRC.

Service	Scope
Financial Assistance	<ul style="list-style-type: none">Assistance with rental costs for clients who have been assessed through the HRC.Agency has spending authority to utilize Ad Valorem in an amount not to exceed \$139,761 to support staff and rental costs.
Case Management	<ul style="list-style-type: none">Case Management services include assessments, home visits, travel, referral and linkage, preparation of monthly landlord invoices, check requests and payment delivery to landlords for rental costs.
Other	<ul style="list-style-type: none">AGENCY will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees.

BUDGET/FISCAL ACCOUNTABILITY:

Service	Scope
Budget	<ul style="list-style-type: none">AGENCY will maintain a detailed operating budget for the COUNTY; which includes specific line items and corresponding amounts.
Audit	<ul style="list-style-type: none">AGENCY will use established and generally accepted accounting practices. An audit of each year while under Contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY’s expense. All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none">AGENCY will provide reports, records, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY, in such a manner and at such times as may be required by the COUNTY and/or any grantors.
Expenses and Reimbursement	<ul style="list-style-type: none">AGENCY will be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none">AGENCY will submit statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expense as requested.

BUDGET ALLOCATIONS:

Rental Assistance and Deposits	\$104,761
Case Management	\$35,000
Total Authorized	\$139,761

Reimbursement will be based upon actual expense.

Expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by AGENCY directly in connection with AGENCYs performance of its duties and Scope of Work pursuant to this Contract by final reconciliation. Monthly reimbursement requests for Rental Assistance may not exceed current Fair Market Rent (FMR). Agency to submit Exhibit E with monthly reimbursement requests for Rental Assistance. Monthly reimbursement requests for Security and Utility Deposits and Case Management expenses to be submitted to COUNTY with general ledger. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Back-up documentation for actual expenditures will be reviewed during desk audits and on-site monitoring.

Summary of Certificates

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

Wednesday, March 28, 2018

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	Override
<u>General Liability</u>			
Expiration: 12/7/2018			
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:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 12/7/2018			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 12/22/2018			
Each Accident:	\$0	\$100,000	
Disease - Policy Limit:	\$0	\$500,000	
Disease - Each Employee:	\$0	\$100,000	
<u>Professional Liability</u>			
Expiration: 12/7/2018			
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.