

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 14, 2018	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Human and Veteran Services

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I. EXECUTIVE BRIEF



**Motion and Title:** Staff recommends motion to approve: Amendment No. 1 to Contract for Provision of Services with Adopt-A-Family of the Palm Beaches, Inc. (R2017-1545), for the period October 1, 2017, through September 30, 2018, increasing funding by \$12,497 for a new total contract amount not to exceed \$176,794, to provide Rapid Re-Housing for families experiencing homelessness.

**Summary:** The purpose of this amendment is to reallocate Emergency Solutions Grant (ESG) funds to Adopt-A-Family of the Palm Beaches, Inc. Children’s Home Society of Florida no longer provides long-term residential care services and closed their ESG funded program on April 30, 2018. The Homeless and Housing Alliance Executive Committee, governing body for the Palm Beach County Homeless and Housing Alliance (HHA), voted to reallocate the remaining funds to Adopt-A-Family of the Palm Beaches, Inc. These reallocated dollars will allow additional clients to be served with Rapid Re-Housing Assistance. **No County funds are required.** (Division of Human and Veteran Services) Countywide (HH)

**Background and Justification:** The Department of Housing and Economic Sustainability received \$519,046 in funding from the U.S. Department of Housing and Urban Development to administer the ESG program for Fiscal Year 2018. Undertaking of this program has been an inter-department effort between the Community Services Department and the Department Housing and Economic Sustainability.

- Attachments:**
- 1. Amendment No.1 to Contract for Provision of Services
  - 2. Budget Availability Statement

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Recommended by:		7/27/18
	Department Director	Date
Approved by:		8/10/18
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	12,497				
External Revenue	(12,497)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

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

Does this item include the use of federal funds: Yes  X  No

Budget Account No.:  
Fund 1101 Dept. 143 Unit 1435 Obj. 8201 Program Code ES10 Program Period GY17

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
Funding Source is the U.S. Department of Housing and Urban Development through the Emergency Solutions Grant.

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

III. REVIEW COMMENTS

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

[Signature]  8/1/18  
OFMB 7/30/18 8/1/18 8/1/18  
 [Signature]  8/9/18  
Contract Development and Control

B. Legal Sufficiency:

[Signature]   
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 (R2017-1545)** 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, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and the Adopt-A-Family of the Palm Beaches, Inc., hereinafter referred to as the "AGENCY", a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 1712 2<sup>nd</sup> Avenue North, Lake Worth, Florida 33460, and whose Federal Tax I.D. is 59-2471253.

**WITNESSETH:**

**WHEREAS**, the parties entered into a contract on October 17, 2017, (R2017-1545), in which the AGENCY has agreed to provide services to homeless families, for the period from October 1, 2017 through September 30, 2018; and

**WHEREAS** the Original Contract has an expiration date of September 30, 2018 and is funded in the amount of One Hundred Sixty-Four Thousand Two Hundred Ninety-Seven Dollars (\$164,297); and

**WHEREAS**, the parties have mutually agreed to increase the contract amount by Twelve Thousand Four Hundred Ninety Seven Dollars (\$12,497), for a new amount not to exceed One Hundred Seventy Six Thousand Seven Hundred Ninety Four dollars (\$176,794) effective June 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 October 17, 2017 (2017-1545) is hereby amended as follows:

1. Article 3- Payments, which reads, an amount not to exceed One Hundred Sixty-Four Thousand Two Hundred Ninety-Seven Dollars (\$164,297), is hereby amended to read, an amount not to exceed One Hundred Seventy Six Thousands Seven Hundred Ninety Four Dollars (\$176,794).
2. Exhibit "A" is replaced in its entirety by Exhibit "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: \_\_\_\_\_  
Clerk & Comptroller Deputy Clerk

BY: \_\_\_\_\_  
Melissa McKinlay, Mayor

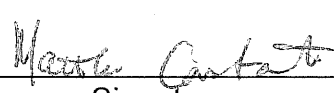
WITNESS:

AGENCY:

  
Signature

Adopt-A-Family of the Palm Beaches, Inc  
AGENCY's Name Typed

David E. Perez  
Name Typed  
59-2471253  
AGENCY's Federal ID Number

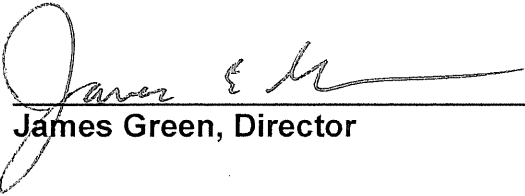
BY:   
Signature  
Matthew Constantine  
AGENCY's Signatory Name Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

CEO  
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 financial assistance in the form of rental and security deposit; 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:

- [ ] 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 **35 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 **\$70,718** by March 31, 2018.
2. The AGENCY shall expend the remaining **\$106,076** by September 30, 2018.

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 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.

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

**L. REPAYMENT:**

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

**M. MATCHING REQUIREMENT:**

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

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

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

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

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

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

The AGENCY agrees to provide matching contributions valued at no less than **\$176,794**.

#### **N. REPORTS:**

The AGENCY shall submit the following reports to DEPARTMENT:

1. **Match Report:** The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (Exhibit G) and its supporting documentation therewith. The Match Report covering the period ending March 31, 2018, shall be submitted by the AGENCY to DEPARTMENT no later than September 30, 2018, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.
2. **Monthly Performance Report:** The Monthly Performance Report (Exhibit 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 **\$176,794**. in funding for Rapid Re-housing rental assistance.

Budget Line Item Description	Amount
<b>Rapid Re-Housing</b>	
Security Deposits	\$23,262
Rental Assistance	\$153,532
<b>TOTAL:</b>	<b>\$176,794</b>

- 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.

Wednesday, July 11, 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	<u>Override</u>
<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.

**BUDGET AVAILABILITY STATEMENT****REQUEST DATE:** 07/06/17**REQUESTED BY:** Shairette Major  
Fiscal Manager II/DES**PHONE:** 233-3679**FAX:** 656-7558**PROJECT TITLE:** Emergency Solutions Grant**PROJECT NO.:** n/a**ORIGINAL CONTRACT AMOUNT:** n/a**BCC RESOLUTION NO.:** n/a**REQUESTED AMOUNT:** \$410,742**DATE:** n/a**CSA OR CHANGE ORDER NUMBER:** n/a**CONSULTANT/CONTRACTOR:** Community Services

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:** Palm Beach County Department of Community Services will manage sub recipient agreements with 5 agencies funded in FY 2017-2018 under the Emergency Solutions Grant Program. This involves, among other things, the processing of monthly invoices.

**CONSTRUCTION:** \$-0-**PROFESSIONAL SERVICES:** \$ 410,742**STAFF COSTS:** \$-0-**EQUIP./SUPPLIES:****CONTINGENCY:****MISC.****TOTAL:** \$410,742**BUDGET ACCOUNT NUMBER****FUND:** 1101 **DEPT:** 143 **UNIT:** 1435 **OBJ:** 8201 **PROG CODE:** various/GY17**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)**

~ Ad Valorem (source/type: \_\_\_\_\_)

~ Non-Ad Valorem (source/type: \_\_\_\_\_)

☒ Grant (source/type: Emergency Solutions Grant – Federal Grant \_\_\_\_\_)

~ Park Improvement Fund (source/type: \_\_\_\_\_)

~ General Fund

~ Operating Budget

~ Federal/Davis Bacon

~ \_\_\_\_\_ ~ \_\_\_\_\_ ~ \_\_\_\_\_

**Department:** Department of Economic Sustainability**BAS APPROVED BY:**Jonathan Brown, Director**DATE:** 08/08/17**ENCUMBRANCE NUMBER:**9-8-17