# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

		=====				
Meeting Date: S	September 10, 2019	[X]	Consent	[]	Regular	
		[]	Ordinance	[ ]	Public Hearing	
Department					J	
Submitted By:	Community Servi	ces				
Submitted For:	Division of Human and Veteran Services					
		=====		 :======	=======================================	

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendments to Contracts for Provision of Services with the agencies listed below, to extend the end date from September 30, 2019 to September 30, 2021, for an increase amount totaling \$8,124,786, of which \$4,062,393 is budgeted for FY 2020 with an anticipated annual allocation of \$4,062,393 in FY 2021, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC) for the term of these amendments:

- **A)** Amendment No. 2 with Gulfstream Goodwill Industries, Inc. (GGI) (R2016-1442), increasing funding by \$4,321,418, of which \$2,160,709 is budgeted for FY 2020 with an anticipated annual allocation of \$2,160,709 in FY 2021, for a new total contract amount not to exceed \$10,803,545, for the provision of engagement, interim housing and rapid re-housing services to homeless individuals;
- **B)** Amendment No.3 with Adopt-A-Family of the Palm Beaches, Inc. (AAF) (R2016-1443), increasing funding by \$3,394,356, of which \$1,697,178 is budgeted for FY 2020 with an anticipated annual allocation of \$1,697,178 in FY 2021, for a new total contract amount not to exceed \$8,129,732, for the provision of engagement, interim housing, rapid re-housing and navigation services to homeless families; and
- **C)** Amendment No. 2 with The Lord's Place, Inc. (The Lord's Place) (R2016-1444), increasing funding by \$409,012, of which \$204,506 is budgeted for FY 2020 with an anticipated annual allocation of \$204,506 in FY 2021, for a new total contract amount not to exceed \$1,022,530, for the provision of employment counseling services to homeless individuals and families.

Summary: The amendments being recommended in this item reflect dollar amounts included in the County Administrator's Proposed FY 2020 budget. The agencies listed will provide a variety of supportive services to homeless individuals and families, which include case management, navigation, employment counseling, engagement, interim housing, rapid re-housing and permanent supportive housing. In 2016. GGI expended 100% of the \$2,160,709 budget for operations, administration and leasing expenses for the Homeless Resource Center (HRC), in 2017, 98% of the \$2,160,709 budget was expended on HRC operations, administration and leasing expenses, and in 2018, 96% of the \$2,160,709 budget was expended on HRC operations and administration expenses. In 2016, AAF expended 99% of the \$1,519,099 budget for HRC operations, administration, family reunification, leasing /utility expenses and mobilization, and served 138 households for hotel and motel assistance services, in 2017, 100% of the \$1,519,099 budget was expended on HRC operations, administration and leasing /utility expenses, and served 141 households for hotel and motel assistance services and in 2018, 100% of the \$1,519,099 budget was expended on HRC operations, administration and leasing /utility expenses, and served 143 households for hotel and motel assistance services. In 2016, The Lord's Place expended 99% of the \$204,506 budget on job training/life skills, job placement, and administration expenses, and served 23 participants achieving 90 day employment, in 2017, 99% of the \$204,506 budget was expended on job training/life skills, job placement and administration expenses, and served 21 participants achieving 90 day employment, and in 2018, 100% of the \$204,506 budget was expended on job training/life skills, job placement, and administration expenses, and served 18 participants achieving 90 day employment. Joshua Butler, an employee of GGI and Whitney Davis, an employee of The Lord's Place, are members of the Palm Beach County Homeless Advisory Board (HAB). The HAB provides no regulation, oversight, management, or policy-setting recommendations regarding the agencies listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. (Division of Human and Veteran Services) Countywide (HH)

**Background and Justification:** (On page 3)

Attachments: Amendments to Contracts for Provision of Services (3)						
Recommended by: James & The	8/27/19					
Approved by:  Department Director  Approved by:	Date 9 9 19					
Assistant County Administrator	Date					

#### **II. FISCAL IMPACT ANALYSIS**

#### A. **Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	4,062,393	4,062,393			
External Revenue	0	0			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	4,062,393	4,062,393			

# ADDITIONAL FTE POSITIONS (Cumulative)				
		·	<del></del>	

Is Item Included In Proposed Budget:	Yes	_X	No
Does this item include the use of federal fund	s:	Yes	No <u>X</u>

**Budget Account No.:** 

Fund <u>0001.</u> Dept. <u>148</u> Unit <u>1221.</u> Obj. <u>3401.</u> Program Code <u>Var.</u> Program Period <u>Var.</u>

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

OFMB \$ 8/28	Contract Development and Control
Legal Sufficiency:	

B.

C. Other Department Review:

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

## Page 3 (Continued)

Background and Justification: On May 1, 2007, the BCC established the HAB to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten-Year Plan). The BCC formally adopted the Ten-Year Plan in September 2008. Development of a Homeless Resource Center is one of the Action Steps of the Ten-Year Plan. On March 20, 2012, the BCC approved the Senator Philip D. Lewis Center concept and funding allocation for its operation. Homeless individuals and families receive a diverse offering of high quality services from these community agencies, assisting clients in ending their homelessness. Services are available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year.



#### **AMENDMENT #2 TO CONTRACT FOR PROVISION OF SERVICES**

This Amendment #2 to the Contract for the Provision of Services (R2016-1442, as amended by R2017-1215) collectively referred to herein as the Contract is made as of \_\_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and Gulfstream Goodwill Industries, Inc. (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

- **1.** The term of the Contract expires September 30, 2019 and shall be extended through September 30, 2021.
- 2. The Contract is hereby modified to amend the following:
  - a. The first paragraph of ARTICLE 3 PAYMENTS is replaced by the following:

The COUNTY shall pay to the AGENCY for services rendered under the Contract, in an amount not to exceed TEN MILLION, EIGHT HUNDRED THREE THOUSAND, FIVE HUNDRED AND FORTY FIVE DOLLARS (\$10,803,545), of which TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709) is budgeted for FY 2020 and TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709) is anticipated to be budgeted for FY 2021 and is subject to approval by the Palm Beach County Board of County Commissioners. 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 completion of the Scope of Work.

**b.** The following paragraph is added at the end of **ARTICLE 3 – PAYMENTS**:

In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use sub-contractors, AGENCY must also ensure that all sub-contractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-contractors are registered in VSS.

c. ARTICLE 11- NONDISCRIMINATION is replaced in its entirety with the following:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

d. ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA) is replaced in its entirety with the following:

#### ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, the AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

AGENCY shall advise the COUNTY of any claim which alleges that the HRC operation and/or the Facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the AGENCY shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the AGENCY believes that the HRC is in compliance with the requirements of the ADA or 2) a plan for bringing the Facility into compliance, highlighting any modifications that the AGENCY believes are the COUNTY's responsibility and shall submit a Request

for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

- **e.** Subparagraphs A E of **ARTICLE 25 TERMINATION** are deleted in their entirety and replaced with the following:
  - A. Stop work on the date and to the extent specified.
  - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  - D. Continue and complete all parts of the work that have not been terminated.
- f. The following new articles are added to the Contract:

#### <u>ARTICLE 33 - CRIMINAL HISTORY RECORDS CHECK</u>

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 34 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 35 - REGULATIONS; LICENSING REQUIREMENTS**

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**g.** Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
BY:	_ BY: Mack Bernard, Mayor
Deputy Clerk	Mack Bernard, Mayor
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND CONDITIONS:
LEGAL SUFFICIENCY	Community Services Department
	By: Docusigned by:  BF34EF22BFDF492
Assistant County Attorney	Department Director
	AGENCY: Gulfstream Goodwill Industries
	Inc.
	DocuSigned by:
	BY:
	Signature
	Keith Kennedy
	Name Printed



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT NAME:					
Marsh & McLennan Agency LLC 1000 Corporate Drive		PHONE (A/C, No, Ext): 954-938-8788 FAX (A/C, No):					
Suite 400		E-MAIL ADDRESS:					
Fort Lauderdale FL 33334		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Florida Insurance Trust	99999				
INSURED	GULFSGOODW2	INSURER B: Markel Global Reinsurance Company	10829				
Gulfstream Goodwill Industries, I 1715 Tiffany Drive East	nc.	INSURER C:					
West Palm Beach FL 33407		INSURER D :					
		INSURER E :					
		INSURER F:					
COVERAGES	<b>CERTIFICATE NUMBER:</b> 1117546504	REVISION NU	MBER:				
		VE BEEN ISSUED TO THE INSURED NAMED ABO					
		OF ANY CONTRACT OR OTHER DOCUMENT WIT DED BY THE POLICIES DESCRIBED HEREIN IS SU					
	SUCH POLICIES. LIMITS SHOWN MAY HAVE		JUSTED TO ALL THE TERMO,				
INSR TYPE OF INSUPANCE	ADDL SUBR	POLICY EFF POLICY EXP	LIMITS				

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INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
В	Х	COMMERCIAL GENERAL LIABILITY			FITGL339302019	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	Χ	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
		OTHER:							\$
В	AU	TOMOBILE LIABILITY			FITAU339302019	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		ACTOS CIVET							\$
В		UMBRELLA LIAB OCCUR			FITXS339302019	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 4,000,000
	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,000
		DED RETENTION \$							\$
А		RKERS COMPENSATION			FITWC339302019	6/1/2019	6/1/2020	X PER OTH- STATUTE ER	
	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 2,000,000
	(Mar	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B B	Prof	essional Liab se & Molest			FITGL339302019 FITGL339302019	6/1/2019 6/1/2019	6/1/2020 6/1/2020	Ea. Occ/Agg Ea. Occ/Agg	\$1MM/\$3MM \$1MM/\$1MM
			<del></del>		<u> </u>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, as Designated Organizations, are Additional Insureds as respects General and Umbrella Liability. General Liability is primary. Waiver of subrogation as respects General Liability and Workers Compensation in favor of Additional Insureds. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER	CANCELLATIO

Palm Beach County Board of County Commissioners c/o Community Services 810 Datura Street West Palm Beach FL 33401 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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#### **AMENDMENT #3 TO CONTRACT FOR PROVISION OF SERVICES**

This Amendment #3 to the Contract for the Provision of Services (R2016-1443, as amended by R2017-1216 and R2018-1340) collectively referred to herein as the Contract is made as of \_\_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and Adopt-A-Family of the Palm Beaches Inc. (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

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**b.** The following paragraph is added at the end of **ARTICLE 3 – PAYMENTS**:

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disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

d. ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA) is replaced in its entirety with the following:

#### ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, the AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

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for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

- **e.** Subparagraphs A E of **ARTICLE 25 TERMINATION** are deleted in their entirety and replaced with the following:
  - A. Stop work on the date and to the extent specified.
  - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
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- f. The following new articles are added to the Contract:

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The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 35 - REGULATIONS; LICENSING REQUIREMENTS**

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**g.** Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
BY:	BY: Mack Bernard, Mayor
Deputy Clerk	маск веглаго, мауог
	APPROVED AS TO TERMS AND CONDITIONS:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Community Services Department
	By: BF34EF22BFDF492
Assistant County Attorney	Department Director
:	AGENCY: Adopt-A-Family of the Palm Beaches, Inc.
	BY: Matthew V. Constantine  SESSICE 4710FC 492  Authorized Signature
	Matthew Constantine
	Name Printed



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER

March & Molennan Agency of Florida

PRODUCE										
Marsh & McLennan Agency of Florida 1000 Corporate Drive, Suite 400					PHONE FAX (A/C, No, Ext): (A/C, No):					
Fort Lauderdale FL 33334					E-MAIL ADDRESS: certificates@mma-fl.com					
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					INSURF				18058	
INSURED ADOPAFA-01					INSURER A: Philadelphia Indemnity Insurance Co  INSURER B: Wesco Insurance Company  25011					
Adopt A	A Family of the Palm Beaches, I	nc.			INSURER C:					
	nd Ave North									
Lake W	orth FL 33460			-	INSURER D:					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, are Additional Insureds as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.										
CEDTIF	ICATE HOLDER				CANC	ELLATION				
	Palm Beach County Board of Coordinates Depart 310 Datura Street West Palm Beach, FL. 33401	ount men	y Co	mmissioners	SHO THE ACC	ULD ANY OF T	DATE THE	ESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE BY PROVISIONS.		
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						© 1988-2015 ACORD CORPORATION. All rights reserved.				

ACORD 25 (2016/03)

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#### **AMENDMENT #2 TO CONTRACT FOR PROVISION OF SERVICES**

This Amendment #2 to the Contract for the Provision of Services (R2016-1444, as amended by R2017-1217) collectively referred to herein as the Contract is made as of \_\_\_\_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida (COUNTY) and **The Lord's Place, Inc.** (AGENCY), a not-for-profit corporation authorized to do business in the State of Florida.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

- **1.** The term of the Contract expires September 30, 2019 and shall be extended through September 30, 2021.
- 2. The Contract is hereby modified to amend the following:
  - a. The first paragraph of ARTICLE 3 PAYMENTS is replaced by the following:

The COUNTY shall pay to the AGENCY for services rendered under this Contract in an amount not to exceed FOUR HUNDRED NINE THOUSAND AND TWELVE DOLLARS (\$409,012), of which TWO HUNDRED FOUR THOUSAND AND FIVE HUNDRED SIX DOLLARS (\$204,506) is budgeted for FY 2020 and TWO HUNDRED FOUR THOUSAND AND FIVE HUNDRED SIX DOLLARS (\$204,506) is anticipated to be budgeted for FY 2021 and is subject to approval by the Palm Beach County Board of County Commissioners. 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 completion of the Scope of Work.

b. The following paragraph is added at the end of ARTICLE 3 – PAYMENTS:

In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use sub-contractors, AGENCY must also ensure that all sub-contractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-contractors are registered in VSS.

c. ARTICLE 11- NONDISCRIMINATION is replaced in its entirety with the following:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

d. ARTICLE 17 – AMERICANS WITH DISABILITIES (ADA) is replaced in its entirety with the following:

#### ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

AGENCY and COUNTY have inspected the Homeless Resource Center (HRC or Facility), including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations.

During the term of the Contract, the AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

AGENCY shall advise the COUNTY of any claim which alleges that the HRC operation and/or the Facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the AGENCY shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the AGENCY believes that the HRC is in compliance with the requirements of the ADA or 2) a plan for bringing the Facility into compliance, highlighting any modifications that the AGENCY believes are the COUNTY's responsibility and shall submit a Request

for Services to Facilities Development & Operations/Facilities Management Division for modifications to the Facility.

Notwithstanding the Request for Services having been submitted, the AGENCY has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

- **e.** Subparagraphs A E of **ARTICLE 25 TERMINATION** are deleted in their entirety and replaced with the following:
  - A. Stop work on the date and to the extent specified.
  - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  - D. Continue and complete all parts of the work that have not been terminated.
- f. The following new articles are added to the Contract:

#### **ARTICLE 33 - CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. The COUNTY will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 34 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 35 - REGULATIONS; LICENSING REQUIREMENTS**

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**g.** Except as modified by this Amendment #2, the Contract remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the COUNTY and the AGENCY.

### REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ATTEST:

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

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: Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS:  Community Services Department
A - i doub County Allows on	By:  Docusigned by:  By:  Br34EF22BFDF492
Assistant County Attorney	Department Director  AGENCY: The Lord's Place, Inc.
	BY: DocuSigned by:
	Signature  Diana Stanley
	Name Printed



Celedinas Insurance Group

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 7/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER
Celedinas Insurance Group
A Marsh & McLennan Agency I I C Company

A Marsh & McLennan Agency I I C Company

A Marsh & McLennan Agency LLC Company				PHONE (A/C, No, Ext): 561-622-2550  E-MAIL ADDRESS: celedinascerts@mma-fl.com										
Palm Beach Gardens FL 33410						INSURER(S) AFFORDING COVERAGE				NAIC#				
						INSURER A: Philadelphia Indemnity Insurance Co					18058			
INSURED			LORDPLA-01								10335			
The Lord's Place Inc. PO Box 3265							INSURER B : Bridgefield Casualty Insurance Company INSURER C :				10000			
	est Palm Be	ach Fl	_ 334	402					RD:					
								INSURE	RE:					
								INSURER F:						
CO	VERAGES			CER	RTIFICATE NUMBER: 911441548						REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							WHICH THIS							
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					CANCELLATION									
Board of County Commissioners Palm Beach County					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									

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ACORD 25 (2016/03)

810 Datura Street West Palm Beach FL 33401

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AUTHORIZED REPRESENTATIVE

Soul Soul

AGENCY	CUSTOMER	ID:	LORDPLA-01	

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_\_1\_ of \_\_1\_

Celedinas Insurance Group	The Lord's Place Inc. PO Box 3265
POLICY NUMBER	West Palm Beach FL 33402
CARRIER NAIC	CODE
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD F	ORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIAN	BILITY INSURANCE
DIRECTORS & OFFICERS - Limits Aggregate \$3,000,000 Retention \$5,000 Continuity Date: 5/3/14	
Certificate holder, as Designated Organization, is an Additional Insured onditions, and exclusions of the policy.	as respects General Liability when required by written contract subject to the terms,

ACORD 101 (2008/01)

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