

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

5E1

Meeting Date: April 7, 2020

[ ]	Consent	[ X ]	Regular
[ ]	Ordinance	[ ]	Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human and Veteran Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

A) a Contract for Provision of Services with Gulfstream Goodwill Industries, Inc. (GGI), for a one year period starting upon the execution of the contract upon board approval, to provide emergency shelter to homeless individuals;

B) a budget transfer of \$3,229,428 from contingency reserves to appropriate funding to Community Services, Facilities Development and Operations, and Parks and Recreation;

C) a budget amendment of \$958,736 to establish budget in the Capital Outlay Fund and;

D) Nine (9) full-time equivalent (FTE) positions, which include five (5) Case Managers II (Pay Grade 25), two (2) Case Manager Trainees (Pay Grade 19), one (1) General Maintenance Mechanic (Pay Grade 16) and one (1) Housing Specialist (Pay Grade 22).

**Summary:** On February 25, 2020, the Board of County Commissioners (BCC) approved the Sheltering and Housing Strategy Annex to Leading the Way Home – Palm Beach County’s Plan to End the Cycle of Homelessness. This strategy serves as an annex or supplement to Leading the Way Home- Palm Beach County’s Plan to End the Cycle of Homelessness plan (Leading the Way Home). The facility will mirror The Senator Philip D. Lewis Center (The Lewis Center) in that assessments, intake, placement, and law enforcement drop-offs will be coordinated in the same efficient and effective manner that currently prevails at The Lewis Center. Persons residing in public places such as parks, office buildings and places not meant for human habitation will be offered services at the facility, once assessments are completed. Individuals in need of transportation to the facility will be transported via the Homeless Outreach Team (HOT) transport, designated bus assignments, and/or transportation vouchers. Palm Beach County Sheriff’s deputies will also be authorized to provide transport after clearance by shelter management. No other law enforcement drop-offs will be permitted. The estimated number of emergency shelter beds will be 100-125. Each occupant will have access to a hot meal, showers, amenity boxes, lockers and social services that are employment and housing focused. The contract with GGI includes an advance one-time payment of \$138,546 for startup costs to GGI in accordance with Palm Beach County Administrative Code Rule 305.02. The budget amendment in the Capital Outlay fund represents a 20% increase from the plan presented on February 25, 2020 due to; 1) all furniture and equipment being included, and 2) additional softening requirements; both at the request of GGI. Out of the one-time \$958,736, \$520,337 of the costs will be re-usable, or otherwise would be expended. (Division of Human and Veteran Services) Countywide (HH)

**Background and Policy Issues:** This strategy is intended to serve as an annex or supplement to Leading the Way Home. This plan replaced The Ten-Year Plan to End Homelessness, a blueprint to end homelessness that was adopted by the Board of County Commissioners in 2018. It will expand shelter and housing opportunities for the homeless in John Prince Park and other locations utilizing a housing focused model similar to the successful Senator Phillip D. Lewis Homeless Resource Center and the future Homeless Resource Center 2 (HRC2) expected to open in Fall 2022.

**Attachments:**

1. Contract for Provision of Services with GGI
2. Budget Transfer
3. Budget Amendment

Recommended By:

DocuSigned by:  
Taruna Malhotra  
1459E4101F1049C...

4/2/2020

Department Director

Date

Approved By:

Nancy L. Bolch  
Assistant County Administrator

4/6/2020  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	958,736				
Operating Costs	2,270,692	5,449,662			
External Revenue	-0-	-0-			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	3,229,428	5,449,662			

# ADDITIONAL FTE POSITIONS (Cumulative)	9	9			
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Is Item Included In Proposed Budget? Yes \_\_\_\_\_ No X  
Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No.:  
Fund0001 Dept.148 Unit 1223 Obj.VAR Program Code\_\_\_\_ Program Period: \_\_ \_\_  
Fund3900 Dept.148 Unit 1223 Obj.VAR Program Code\_\_\_\_ Program Period:\_\_\_\_  
Fund0001 Dept.410 Unit 5220 Obj.VAR Program Code\_\_\_\_ Program Period:\_\_\_\_  
Fund0001 Dept.580 Unit 5160 Obj.VAR Program Code\_\_\_\_ Program Period:\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
Requesting funding from contingency reserves

C. Departmental Fiscal Review: 

DocuSigned by:  
Julie Dowe  
05AC9C7CC5BC1A4

  
Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

OFMB

4/6/2020

BR 4/6

Contract Development and Control

4/6/2020 TW

B. Legal Sufficiency:  

for Helene Huzd 4/6/2020

Assistant County Attorney

C. Other Department Review:  

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 the COUNTY, and **Gulfstream Goodwill Industries, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1197040**.

**WHEREAS**, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

**ARTICLE 1 - SERVICES**

The AGENCY agrees to provide temporary emergency shelter assistance to homeless residents of Palm Beach County as set forth in the Scope of Services (**Exhibit A**). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 3. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY’s services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or client. All funding is intended for the overall benefit of all clients of the services provided by the program(s) being funded herein.

**ARTICLE 2 - SCHEDULE**

The term of this Contract shall be for one (1) year, starting upon execution of the contract. This contract may be renewed for two (2) one (1) year terms at COUNTY’S sole discretion. An appropriate amendment extending this Contract may be submitted to the AGENCY and the Board of County Commissioners for their consideration.

The parties shall amend this Agreement if there is a change to the Scope/Work Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

**ARTICLE 3 - PAYMENTS TO AGENCY**

The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of **TWO MILLION FIVE HUNDRED FIFTY THOUSAND, NINE HUNDRED AND NINETY EIGHT DOLLARS (\$2,550,998)**

All requests for payments of this Contract shall include the following:

1. Original cover memo on AGENCY letterhead signed by an Authorized Agency Representative  
**(Exhibit C)**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract no later than September 30<sup>th</sup> of each fiscal year. Any amounts not submitted by September 30<sup>th</sup>, 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 submitted through the Services and Activities Management Information System (SAMIS) website, 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 grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: 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.

In order to do business with Palm Beach County, agencies are 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-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not

finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

**ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

**ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY’s most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

**ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS**

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

#### **ARTICLE 7 - INSURANCE**

Prior to execution of this contract by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY's Risk Management Department.

AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.

- A. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not

the obligation, to review and request a copy of AGENCY’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims - made” form. If coverage is provided on a “claims - made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

**Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such a Contract on a pre-loss basis.
- F. **Certificate(s) of Insurance** No later than the execution of this Agreement, AGENCY shall deliver to the COUNTY’S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Board of Commissioners  
c/o Community Services Department  
810 West Datura Street  
West Palm Beach, FL 33401  
ATTN: Contract Manager

- G. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial

General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE 8 - INDEMNIFICATION**

To the extent permitted by law, AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

**ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**ARTICLE 10 - WARRANTIES AND LICENSING REQUIREMENTS**

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY’s representative upon request.

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. The 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.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the



AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 11 - PERSONNEL**

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY's key personnel, or any personnel turnover which could adversely impact the AGENCY's ability to provide services as may be listed herein must be made known to the COUNTY's representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY's personnel (and all sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 12 - NONDISCRIMINATION**

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 sub-contractors, 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 sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting 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 sub-contracts.

**ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

**ARTICLE 14 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

Failure to provide or adhere to the following information or activity in a timely fashion and in the format required will constitute a material breach of this Contract and may result in termination of this Contract.

In addition to its other obligations hereunder, the AGENCY agrees to comply with the following:

1. AGENCY shall maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts,

copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services Department will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "D"** on accounting for all funds expended hereunder no later than 30 days from the contract end date.

2. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months.
3. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. This will be calculated based on payment schedule as determined by the COUNTY.
4. AGENCY must allow the DEPARTMENT to monitor AGENCY to assure that goals and conduct as outlined in the Scope of Work, **Exhibit A**, are adhered to. Non-compliance may impact future contract awards and/or funding level.
5. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this contract or as required by law
6. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs.
7. AGENCY must maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
8. AGENCY must not expend funds received pursuant to this Contract with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.
9. If applicable, AGENCY agrees to the sharing of all data collected pursuant to this Contract, and must execute a Data Sharing Agreement that provides for sharing all data within the client database.

#### **ARTICLE 15 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit D" on accounting for all funds expended hereunder no later than 30 days from the contract end date.

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550 and 10.600, Rules of the

Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Contract.

- a. The annual financial audit report shall include all management letters and the AGENCY’s response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, contracts and grant revenue by sponsoring agency and contract/contract grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Finance Manager  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Finance Manager and Financial Analyst.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, F.S. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the AGENCY’s fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- g. AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

**ARTICLE 16 - CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, F.S. and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business

association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

**ARTICLE 17 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

**ARTICLE 18 - AMERICANS WITH DISABILITIES (ADA)**

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 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 facility 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.

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this contract.

**ARTICLE 20 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 21 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and AGENCYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 22 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural

or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY's failure to perform was without it or its sub-contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 23 - ARREARS**

The AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the AGENCY's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other

materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440 as amended.

**ARTICLE 25 - TERMINATION**

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

**ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - NOTICES**

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

Taruna Malhotra, Assistant Department Director  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:



Katherine Hammer, Assistant VP of Homeless & Residential Services  
Gulfstream Goodwill Industries, Inc.  
1000 45<sup>th</sup> Street  
West Palm Beach, FL 33407

**ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, agencies or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

**ARTICLE 29 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3) (b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

#### **ARTICLE 30- PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY

shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

#### **ARTICLE 31 - 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 Resolutions R2013-1470 and R2015-0572, 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 above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) 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 32 - ENTIRETY OF CONTRACTUAL CONTRACT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY's funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 33 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 34 – AUTHORITY TO PRACTICE**

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 35- 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 not 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 36 – FACILITIES/ OFFICE SPACE**

The County shall grant the AGENCY the right, revocable license and privilege of accessing and using Room(s) at the following locations:

810 Datura Street  
West Palm Beach, FL 33401

6415 Indiantown Road  
Jupiter, FL 33450

1440 Martin Luther King Blvd  
Riviera Beach, FL 33404

1699 Wingfield Street  
Lake Worth, FL 33460

38754 State Road #80 Room # 216  
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Contract (the Premises). Additional provisions on the license, use and restrictions regarding the Premises are detailed in Exhibit “E,” which is attached hereto and incorporated herein.

**Article 37 – Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same agreement. The COUNTY may execute the agreement through electronic or manual means. AGENCY shall execute the agreement by manual means only, unless the COUNTY provides otherwise.

*(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)*

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 and Comptroller

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Dave Kerner, Mayor

AGENCY:

Gulfstream Goodwill Industries, Inc.  
Agency's Name Typed

DocuSigned by:  
Keith Kennedy  
217C93B6C84C4F7...

Agency's Signatory Name

President/CEO

Agency's Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

DocuSigned by:  
Helene C. Hvizd  
BF3DF20B2223413...

Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
Taruna Malhotra  
1459E4101F1049C...

Taruna Malhotra, Assistant Department Director  
Community Services Department

Exhibit A

Scope of Work

The Agency will provide emergency shelter beds for up to 125 individuals. Each individual will have access to a hot meal, showers, restrooms, lockers and social services that are employment and housing focused.

Service	Scope
Operations (Emergency Shelter)	<ul style="list-style-type: none"><li>• AGENCY will serve homeless up to 125 individuals</li><li>• AGENCY will be open 365 days a year on a 24 hour basis</li><li>• AGENCY goal is to assist individuals in becoming self- sufficient and engaging in a productive lifestyle, thereby ending homelessness.</li><li>• The Lewis Center will continue to serve as coordinated entry focal point.</li><li>• AGENCY will provide residential beds for homeless individuals for up to 90 days</li><li>• AGENCY will not allow walk-ups; only those with a referral can be screened in accordance with established law enforcement procedures.</li><li>• AGENCY will offer supportive services on-site<ul style="list-style-type: none"><li>• counseling;</li><li>• meal delivery;</li><li>• limited medical treatment;</li><li>• case management;</li><li>• life skills training;</li><li>• job placement;</li><li>• interim housing and;</li><li>• Permanent housing placement.</li></ul></li></ul>
Client Assessment	<ul style="list-style-type: none"><li>• AGENCY will coordinate assessments of individuals with all the Outreach Programs.</li><li>• AGENCY will assess presenting issues.</li><li>• AGENCY will refer clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as needed.</li></ul>
Client Engagement	<ul style="list-style-type: none"><li>• AGENCY will build relationships with homeless persons and families.</li></ul>
Client Service Delivery	<ul style="list-style-type: none"><li>• AGENCY will comply with all CoC approved standards of care as the basis for providing services to homeless individuals. Provide community outreach and education to inform the community as to the service delivery process</li></ul>

Case Management	<ul style="list-style-type: none"><li>• AGENCY will complete full SPDAT within three (3) days of admission, based on client cooperation.</li><li>• AGENCY will develop individual housing plans and action steps for each client within seven (7) business days of client admission and provide on-going monitoring and progress revision as necessary and based on client cooperation.</li><li>• AGENCY will coordinate and link to various community services to meet assessed need of client.</li><li>• AGENCY will meet with each resident client individually on a weekly basis based on client cooperation to review progress towards established goals and objectives.</li><li>• AGENCY will establish client discharge planning.</li><li>• AGENCY will utilize Best Practice or Evidence-Based programs and case management services for all clients referred to the Fairgrounds Road Emergency Shelter.</li></ul>
Meal /Food Service	<ul style="list-style-type: none"><li>• AGENCY will coordinate food service with the COUNTY's food service provider as well as transport of food and supplies as needed. AGENCY shall be responsible for the kitchen activities to include warming food, distribution of food, ordering and storage of supplies, notifying purveyor of dietary issues, cleaning and other activities. Food Service provider's equipment is to be returned in its entirety after each meal. Missing or damaged items are the financial responsibility of the AGENCY.</li><li>• AGENCY will maintain food supply for clients who arrive outside of meal times and are in need of a meal.</li><li>• AGENCY will use the COUNTY's food service provider as the primary food provider to the Center. The AGENCY will be responsible for administering all aspects of that Agreement that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its agreement with the food service provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.</li><li>• AGENCY will meet all dietary and public health department regulatory standards governing the storage and distribution of food items.</li><li>• Prior to the AGENCY allowing non-pre-packaged food and beverage from alternate sources, the AGENCY will obtain approval from the COUNTY. The AGENCY will be obligated to continue to work with the County's food service vendor if alternate meals are not available. The Homeless Coalition's breaking bread program is an exception to this and does not require pre-approval.</li></ul>
Primary Medical Care	<ul style="list-style-type: none"><li>• AGENCY will coordinate with the Health Care District at existing clinic locations and through the District's mobile health unit to ensure a physical assessment of clients is performed to include:<ul style="list-style-type: none"><li>• PPD testing and evaluation</li><li>• HIV screening, counseling and referral as needed</li><li>• Infectious disease screening</li><li>• Follow-up medical services.</li></ul></li><li>• AGENCY shall ensure availability of after-hours response to client medical</li></ul>



	emergencies.
Behavioral Health Care	<ul style="list-style-type: none"><li>• AGENCY will coordinate linkage for treatment and follow-up services with Health Care District of Palm Beach County, Southeast Florida Behavioral Health Network and Department of Community Services for clients based on assessments as appropriate.</li></ul>
Interim Housing	<ul style="list-style-type: none"><li>• AGENCY will provide resident orientations.</li><li>• AGENCY will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. COUNTY logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to policies and procedures regarding the following:<ul style="list-style-type: none"><li>▶ Possession of alcohol or illegal drugs;</li><li>▶ Fighting and/or aggressive behavior;</li><li>▶ Possession of weapons;</li><li>▶ Coordination with local social, medical and health services providers and law enforcement partners;</li></ul></li></ul>
	<ul style="list-style-type: none"><li>▶ Voluntary admission and discharge procedures and timelines;</li><li>▶ Individual housing plans;</li><li>▶ Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, medication storage, and other similar functions;</li><li>▶ Reporting Adverse Incidents;</li><li>▶ Medication storage &amp; management;</li><li>▶ Inappropriate referrals;</li><li>▶ Transportation of clients to Facility or other placement;</li><li>▶ Rights of clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status;</li><li>▶ Assessment and linkage and the documentation and follow-up processes;</li><li>▶ Authorized and unauthorized client arrivals and departures from the Facility;</li><li>▶ Emergency and non-emergency law enforcement calls;</li><li>▶ Participate in neighborhood and community committee meetings as requested by COUNTY.</li><li>• AGENCY will provide interim housing for a combined population of not greater than 125 clients.</li><li>• AGENCY will provide triage beds for up to eight (8) adult clients.</li><li>• AGENCY will provide for and implement routine safety protocols, emergency evacuation and disaster response plans.</li></ul>
Security	<ul style="list-style-type: none"><li>• AGENCY, through a COUNTY contracted security service provider, will ensure there is 24/7 onsite security.</li><li>• AGENCY will coordinate services with a COUNTY contracted security service provider.</li><li>• AGENCY will implement significant incident reporting for all specified incidents.</li></ul>

	<ul style="list-style-type: none"><li>• AGENCY and COUNTY shall work together to modify a security plan.</li><li>• Agency will maintain compliance with Facility Security Plan.</li></ul>
Transportation	<ul style="list-style-type: none"><li>• AGENCY will administer the COUNTY's contract with a private on demand Transportation Company for referrals when the referring entity chooses not to self-transport.</li><li>• The AGENCY will be responsible for administering all aspects of that agreement that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations.</li><li>• The COUNTY will provide the AGENCY with a copy of its agreement with the on demand transportation provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.</li></ul>
Outreach and Referral	<ul style="list-style-type: none"><li>• AGENCY will coordinate and collaborate with existing outreach providers and referral sources.</li></ul>
Education and Training	<ul style="list-style-type: none"><li>• AGENCY will provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program.</li><li>• AGENCY will offer Life Skills Training and/or support groups</li></ul>
Job Readiness	<ul style="list-style-type: none"><li>• AGENCY will offer appropriate referral and information to clients as referenced in their service plan.</li><li>• AGENCY will ensure computers with Internet access are made available and provided for client use for job search and training.</li><li>• Residents of the facility will be encouraged to participate in offsite/on-site job readiness classes such as how to dress for an interview, how to create a resume, and how to interview. They will be referred to off-site job location and job training services including those offered by other community partners.</li></ul>
Client Property Management	<ul style="list-style-type: none"><li>• AGENCY will coordinate with Facility Security in regards to client security screening upon intake.</li><li>• AGENCY will develop and implement process for client property intake screening, segregation, cleaning, storage and development of rules/guidelines for what can be retained by the client and what is to be stored.</li><li>• AGENCY will provide each client with a statement of AGENCY'S policy regarding what property is prohibited within the Facility, how property management and belonging inventories will be conducted, and the reasoning behind the policy regarding belonging inventory.</li></ul>
Client Belongings	<ul style="list-style-type: none"><li>• After providing each client with a statement of AGENCY'S policy regarding what property is prohibited at the Facility, AGENCY will inventory belongings to ensure they are free of alcohol, drugs, weapons and other contraband, dangerous and/or hazardous materials.</li><li>• AGENCY will provide clear warning signs at the Facility informing clients that belongings will be inventoried, and will allow clients to secure items they do not wish to have inventoried outside of the facility.</li><li>• AGENCY will store and/or report prohibited belongings as required by law.</li></ul>

Other	<ul style="list-style-type: none"><li>• AGENCY will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees.</li><li>• AGENCY will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep.</li></ul>
Staffing	
Positions	<ul style="list-style-type: none"><li>• AGENCY will maintain 24 hour staffing.</li></ul>
Background Checks	<ul style="list-style-type: none"><li>• AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and Facility Security Plan with regard to process and results.</li></ul>
Staff Schedule	<ul style="list-style-type: none"><li>• AGENCY will maintain staff schedule and Policies and Procedures. The PPM's shall include the Client Handbook; Operations Manual; Life Skill curriculum; New Client Orientation Program; staffing issues (twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; referral list; case management; and HIPAA guidelines, and other policies and procedures.</li></ul>
Supervision	<ul style="list-style-type: none"><li>• AGENCY will provide twenty-four (24) hour on-site supervision of the facilities with an extensive on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. The AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff.</li></ul>
Certifications	<ul style="list-style-type: none"><li>• AGENCY will ensure all employees will be certified in CPR, AED, First Aid and other required training.</li></ul>
First Aid	<ul style="list-style-type: none"><li>• AGENCY shall have first aid equipment and supplies maintained on- site with staff trained in their use.</li></ul>
Facilities and Maintenance	
Damage	<ul style="list-style-type: none"><li>• AGENCY will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Facilities, Development and Operations. Or using the Emergency phone number as provided, for items directly affecting the life/safety of the occupants or structure.</li></ul>
Facility Improvements	<ul style="list-style-type: none"><li>• AGENCY shall submit Requests for Services to Facilities Development &amp; Operations/Facilities Management Division for any desired improvements to the facility.</li><li>• AGENCY shall not be permitted to make any improvements to the facility.</li></ul>
Environmental Cleaning	<ul style="list-style-type: none"><li>• AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY) and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.</li></ul>

<b>Furnishings, Fixtures and Equipment IFFEI</b>	<ul style="list-style-type: none"><li>• AGENCY will report the need for repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair.</li></ul>
<b>Management of COUNTY-Owned Assets</b>	<ul style="list-style-type: none"><li>• AGENCY will be responsible for the management of all non-fixed COUNTY owned personal property in accordance with COUNTY policy.</li></ul>
<b>Grounds Maintenance</b>	<ul style="list-style-type: none"><li>• AGENCY shall keep grounds free of litter and debris.</li></ul>
<b>Plumbing</b>	<ul style="list-style-type: none"><li>• AGENCY will ensure that the toilets, sinks, showers and other plumbing fixtures are unclogged and not abused or damaged by clients. The AGENCY shall contact the COUNTY for any failures or major repair requested for plumbing issues that cannot be resolved in- house.</li></ul>
<b>Smoking Areas</b>	<ul style="list-style-type: none"><li>• AGENCY will enforce designated smoking areas.</li></ul>
<b>Recreation Area</b>	<ul style="list-style-type: none"><li>• AGENCY will maintain outside recreation area for adults, including availability of basic sport and recreational equipment.</li></ul>
<b>Bicycles</b>	<ul style="list-style-type: none"><li>• AGENCY will designate a secured and locked area to accommodate residents' bicycles.</li></ul>
<b>Automobiles</b>	<ul style="list-style-type: none"><li>• AGENCY will ensure that no unlicensed vehicles shall be allowed to be parked on the premises.</li></ul>
<b>Tents</b>	<ul style="list-style-type: none"><li>• AGENCY will not install temporary or permanent tent-like enclosures or coverings on the grounds without prior written permission from the COUNTY.</li></ul>
<b>Hazardous Materials</b>	<ul style="list-style-type: none"><li>• AGENCY will be responsible for all upkeep of storage areas. Gasoline, flammable products, propane tanks and yard/garden equipment are to be kept in a separate storage area away from the facilities.</li><li>• AGENCY will obtain approval from the COUNTY for the storage of all products which require monitoring or environmental controls such as gasoline, flammable projects, paint, solvents, cleaning chemicals, etc.</li><li>• AGENCY shall submit in their request the MSDS for the product, the storage location and type that meets the requirements and shall be responsible for all costs associated with same.</li></ul>
<b>Permits and Licenses</b>	<ul style="list-style-type: none"><li>• AGENCY will be responsible for posting all applicable copies of safety and licensing permits and shall maintain such permits on file/posted.</li></ul>
<b>Security</b>	<ul style="list-style-type: none"><li>• AGENCY will coordinate duties of security personnel with the COUNTY's security provider's personnel working during each shift pursuant to the Facility Security Plan.</li></ul>
<b>Laundry and Linen Service</b>	<ul style="list-style-type: none"><li>• AGENCY will coordinate linen service with COUNTY laundry service provider. AGENCY shall be responsible for storing, sorting, bagging and transporting dirty linen and picking up clean linen.</li><li>• AGENCY will be responsible for administering all aspects of the contract or</li></ul>

	<p>MOU with the COUNTY's laundry service provider that are assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its contract/MOU with the laundry service provider along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.</p> <ul style="list-style-type: none"><li>• AGENCY will be responsible for onsite laundry equipment for the personal use of clients to include 1) provision of laundry detergent, cleanliness and general operational guidelines, 2) regulatory issues such as monitoring and maintaining hot water logs, and 3) financial and physical repair and replacement of equipment.</li></ul>
Computers	<ul style="list-style-type: none"><li>• AGENCY will ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing client and program information as well as ensuring that related support is secured and policies regarding computer use are adhered to.</li></ul>
Fire Drills	<ul style="list-style-type: none"><li>• AGENCY shall conduct or otherwise assist with required fire drills as per COUNTY policy.</li></ul>
Client Phone Access	<ul style="list-style-type: none"><li>• AGENCY will provide phone access to participants.</li><li>• AGENCY staff will take phone messages for participants and deliver messages.</li></ul>
Records to be available for review as needed by COUNTY	<ul style="list-style-type: none"><li>• Personnel records of staff involved in the program, including payroll.</li><li>• Daily activity log schedule and a monthly calendar.</li><li>• Training modules.</li><li>• Client Satisfaction surveys.</li><li>• Pre and post evaluation (where applicable).</li><li>• Follow-up/statistical data logs.</li><li>• Client records.</li></ul>
Budget/Fiscal Accountability	
Budget	<ul style="list-style-type: none"><li>• AGENCY will maintain and provide a detailed operating budget to the COUNTY; which includes specific line items and corresponding amounts.</li></ul>
Audit	<ul style="list-style-type: none"><li>• 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</li></ul>
Documentation	<ul style="list-style-type: none"><li>• 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 granters.</li></ul>
Expenses and Reimbursement	<ul style="list-style-type: none"><li>• AGENCY will be responsible for all operational expenses including but not limited to cell telephones, printing, postage, shipping and cleaning supplies.</li><li>• 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</li></ul>

	obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none"><li>• 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.</li></ul>
Contribution of Operating Expense	<ul style="list-style-type: none"><li>• AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County and will seek to raise funds as needed for the operation or expansion of the facility.</li></ul>

County Responsibilities	
Program Oversight and Inspections	<ul style="list-style-type: none"><li>• COUNTY will monitor compliance with contract requirements.</li><li>• COUNTY will conduct regular desk and file audits.</li><li>• COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property.</li><li>• COUNTY will participate on/staff Neighborhood and Corridor Committees as needed.</li></ul>
Facility Maintenance and Repair	<ul style="list-style-type: none"><li>• COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the Facility.</li><li>• COUNTY will be responsible for the repair and maintenance of the major components of the facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs and pavement, exterior door and privacy locks on client bedroom doors, unless failure is caused by acts of the AGENCY or occupants. In this event, the AGENCY shall be responsible for paying for the repairs. AGENCY is responsible for reporting damaged and broken items to the COUNTY for repair.</li><li>• COUNTY will conduct preventative maintenance for major components such as heating, air-conditioning, water, sewer, air quality and roof to ensure the structures of the facilities in accordance with all applicable building codes.</li></ul>
Routine Maintenance	<ul style="list-style-type: none"><li>• COUNTY will ensure the proper operation of and coordinate with the AGENCY on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations.</li><li>• COUNTY will ensure that the buildings have smoke detectors, sprinkler systems and fire extinguishers for each floor that conform to all safety rules and regulations. County will observe fire drills and review fire drill documentation.</li></ul>
Pest Control	<ul style="list-style-type: none"><li>• COUNTY will contract for interior and exterior pest control.</li></ul>
Janitorial Services	<ul style="list-style-type: none"><li>• COUNTY will contract for janitorial services of all common areas and restrooms.</li></ul>
Telephones and Computers	<ul style="list-style-type: none"><li>• COUNTY will provide telephones and computers for Agency's staff use.</li></ul>

Grounds	<ul style="list-style-type: none"><li>COUNTY will contract for grounds maintenance.</li></ul>
Food Service	<ul style="list-style-type: none"><li>COUNTY will contract with a food service provider for three (3) meals a day including nutrition planning.</li></ul>
Laundry	<ul style="list-style-type: none"><li>COUNTY will contract with a laundry service provider for the laundering of bedding and towels.</li></ul>
Security	<ul style="list-style-type: none"><li>COUNTY will contract with a security service provider 24 hours per day, 365 days per year.</li></ul>
Additional Items	<p>The COUNTY will be responsible for acquiring the following which items may be in good working condition from other county inventory or donated and not necessarily have to purchased new:</p> <ul style="list-style-type: none"><li>35 waiting room chairs</li><li>3 round tables for 4</li><li>4 small refrigerators for medications</li><li>5 full size for client food and 5 microwaves</li><li>8 large plastic cabinets to be used as storage for participants who bring in their own non-perishable food items and snacks</li><li>15 lockers to be used for staff storage</li><li>6 large storage cabinets (6' X 4')</li><li>130 padlocks for guests to use</li><li>Painting of the interior of the orientation building/offices</li><li>4 metal bicycle racks;</li><li>20 Staff computers</li><li>6 computers for participant use – job search, etc.</li><li>2 large Xerox printers, 1 of which has color printing capacity</li><li>1 hot box</li><li>4 sets heavy duty residential or commercial washer/dryer sets.</li><li>Painting of the interior of the orientation building/offices</li><li>4 metal bicycle racks</li></ul> <p><b><i>The above items will be evaluated for need and quality once the floor plan and occupancy dates are finalized.</i></b></p>
Painting of the interior of the orientation building/ offices	<p>County Will do thorough cleaning and touch up in Building U. When X is vacated, county will be evaluate the need for painting/touch up.</p>
Building Softening	<p>See Exhibit F</p>

UNITS OF SERVICE RATE AND DEFINITION

Agency: Gulfstream Goodwill Industries, Inc.  
Program: Fairgrounds Road Emergency Shelter

Description	Unit Cost	Total
<b>Start-up Costs</b> Agency shall receive one-time start-up funds upon execution of the contract. Start-up funds shall be used for employment costs and operating supplies necessary to open the shelter.	-	\$138,546
<b>Fairgrounds Road Project Operations</b> A unit of service is defined as one day of operations. Operations include but are not limited to: Housing Services that encompass 24-hour supervision of residents and all Case Management activities. All activities should align to the items as described in Exhibit A, Scope of Work.	\$6,990	\$2,412,452
<b>Total Contract</b>		\$2,550,998

Agency shall commence unit cost billing after initial start-up funds of \$138,546 have been exhausted and accounted for. Agency shall submit general ledger, and any other supporting documentation as requested by Department, monthly until start-up funds have been exhausted.

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by AGENCY directly in connection with AGENCY’s performance of its duties and Scope of Work pursuant to this Contract upon final reconciliation. 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 at the time of on-site monitoring, or as requested by the COUNTY

The Agency is permitted to submit the General Ledger following submission of the invoice in accordance with their accounting procedures. Submission of the invoice without the General Ledger will not be a reason to withhold payment of the invoice to the Agency.



EXHIBIT C

LETTERHEAD STATIONERY

DATE: \_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST: \$ \_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

I hereby certify that by personal examination of the records of this Agency that these expenses, as supported by the attached statements, were made on behalf of this agency for the purposes specified in its approved request for funding. Refer to Palm Beach County Board of County Commissioners Contract # \_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Representative

EXHIBIT D

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Contract/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_[describe subject of Contract/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Contract/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Contract/Contract, will be returned to Palm Beach County by \_\_\_\_\_ **[date]**; all other funds were spent in accordance with the provisions of the Contract/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Contract/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

USE OF AND RESTRICTIONS REGARDING  
THE PREMISES

1. **License for Premises:** In addition to the available room in the buildings mentioned in Article 36 of the contract, the Agency shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow Agency access and use of the Premises. The Agency shall be entitled to use the Premises without charge. The County will provide the Agency with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The Agency accepts the Premises in "as is" condition. The Agency shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the County and the Agency of said use. The Agency shall, at Agency's sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Agency or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
2. **Additional Uses:** The Agency shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract and this Exhibit "E" without the prior written approval of the Director of the County's Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities:** The County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense; provided however, in the event the Agency damages the Premises, County shall complete the necessary repairs and the Agency shall reimburse County for all expenses incurred by County in doing so. Furthermore, County shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Agency.
4. **Waste and Nuisance:** The Agency shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. The Agency shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **County's Right to Enter:** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract, the rights to use County property granted to the Agency in this Contract and this Exhibit "E" amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to the Agency. Upon Agency's receipt of notice from County of the revocation of the license granted hereby, the Agency shall vacate the Premises within thirty (30) days, whereupon the Agency's rights of use pursuant to this Agreement and this Exhibit "E" shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
7. **Surrender of Premises:** Upon expiration or earlier termination of the Agency's license to use the Premises, the Agency, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.
8. **Indemnity:** To the extent permitted by law, Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Agency of the Premises or any part thereof; or any act, error or omission of Agency, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Agency or by Agency against any third party, then Agency shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**Emergency Homeless Shelter  
Softening Improvements**

The following presentation summarizes the proposed improvements to the Fairgrounds Road Property to soften the look and feel for residential use. Overall, the design theme is to incorporate colors (blue and green), sleek furniture, modern fabrics and accessories which accent or highlight the environment/landscape of Palm Beach County.

**Residential Buildings - Courtyard**

*Intent: To have courtyard look more like a backyard setting with landscaping and patio furniture.*

- 1. Hide strand of wire in courtyard on S Building by installation of a covering (lean-to style) with colored fabric
- 2. Install privacy (tennis court netting) screening from Building M to Gate 7.
- 3. Install landscaping at North and South ends of courtyard.
- 4. Install picnic tables with umbrellas and matching exterior garbage/trash cans (

*Additional Items can be procured from other County Partners:*

- *Plants, shrubbery and drought tolerant trees suitable for planting.*

**Residential Buildings**

*Intent: To soften the look by introducing colors, fabrics and residential style furniture and decorations as well as refreshing functional but worn items.*

**General**

- 1. Paint bunks, walls and ceilings.
- 2. Replace all plexy door sidelights at pedestrian level with new.
- 3. Each Pod will have a refrigerator for food and microwave.
- 4. Each Pod with have a washer and dryer.

*Additional Items can be procured from other County Partners:*

- *Artificial plants*
- *Four (4) Hospitality size coffee makers*
- *Four (4) sets heavy duty residential or commercial washer/dryer sets*

<sup>1</sup> Does not include improvements that are required for general operations.

<sup>2</sup> All indoor and outdoor furniture items, including wardrobes, will be re-used at HRC2.

Dorms & Restrooms

- 1. Create private sleeping areas by installing rods on top bunk for curtains.
- 2. Install framed environmental photos throughout.
- 3. Bedside rugs
  - a. Lockable freestanding wardrobe with blond wood finishing
  - b. Underbed storage
  - c. Footlockers (if desirable)
- 4. Laundry Baskets
- 5. Creating private toilet stalls and shower
- 6. Change out mirrors in restrooms.

*Additional Items can be procured from other County Partners:*

- 12 sets of 8 identical 2' x 4' rugs for placement next to beds. Indoor/Outdoor or washable only. Colors should be blue (any shade) or blue with neutral tones. No scenes, only repeatable patterns.
- 12 sets of 8 identical matching laundry baskets/bins. Must be plastic or metal inside and with lid. Must be white, white/blue or stainless in color.

Living Room

- 1. Remove ½ dayroom tables in each day room to create living room
  - a. 2 x 3 person sofas
  - b. End tables
  - c. Rug
  - d. 60" TV with RoKu.

*Additional Items can be procured from other County Partners:*

- 8' x 10' Rugs Indoor/Outdoor or easily cleanable preferred. Colors should be blue (any shade) or blue with neutral tones. No scenes, only repeatable patterns

*Additional Request:*

- Re-painting of interiors (bunks, walls and ceilings) in Buildings R & S;
- Purchasing high quality furniture for re-use at HRC 2.

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**Orientation Building**

*Intent: To have client orientation and staff areas feel welcoming and professional.*

- 1. Twelve (12) person conference table and chairs
- 2. Classroom tables and chairs
- 3. Love seats
- 4. Desks and desk chairs
- 5. Filing cabinets.
- 6. Bookshelves
- 7. Privacy screens to separate workstations/desk in same room

**Summary of Facility Capacity**

Dorm = 8-16  
persons Pod = 3  
dorms Building = 2  
pods

For the painting of the interior of the orientation building/offices, County will do thorough cleaning and touch up in Building U. When X is vacated, county will be evaluate the need for painting/touch up.

**This is subject to finalization of floor planning for some items.**



# 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).

PRODUCER Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334	CONTACT NAME: PHONE (A/C, No, Ext): 954-938-8788 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Florida Insurance Trust INSURER B : Markel Global Reinsurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED GULFSGOODW2 Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach FL 33407	NAIC # 99999 10829

## COVERAGES

CERTIFICATE NUMBER: 1117546504

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER:			FITGL339302019	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			FITAU339302019	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			FITXS339302019	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	FITWC339302019	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liab			FITGL339302019	6/1/2019	6/1/2020	Ea. Occ/Agg \$1MM/\$3MM
B	Abuse & Molest			FITGL339302019	6/1/2019	6/1/2020	Ea. Occ/Agg \$1MM/\$1MM

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

## CANCELLATION

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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Attachment 2

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET Transfer

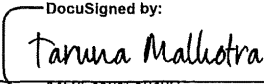
BGEX - 148 - 0311200000000001102

FUND (0001) - General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER			ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	EXPENDED/ ADJUSTED BUDGET AS OF 04/07/2020	ENCUMBERED	REMAINING BALANCE
EXPENDITURE										
820	9900	9901	Contingency Reserves	20,000,000	20,879,356	0	3,229,428	17,649,928		
148	1223	1201	Salaries & Wages Regular	0	0	199,369		199,369		
410	5220	1201	Salaries & Wages Regular	0	0	21,250		21,250		
148	1223	3401	Other Contractual Services	0	0	1,159,166		1,159,166		
148	1223	3403	Custodial or Janitorial Services	0	0	52,500		52,500		
148	1223	3405	Security Services	0	0	177,500		177,500		
580	5160	3405	Security Services	0	0	116,667		116,667		
148	1223	3419	Contracted Food	0	0	56,250		56,250		
148	1223	4007	Travel-Mileage	0	0	417		417		
148	1223	4610	Repair/Maintenance-Buildings	0	0	25,000		25,000		
148	1223	8301	Contributions for Individuals	0	0	416,667		416,667		
148	1223	4901	Other Current Obligations	0	0	45,906		45,906		
820	9100	9207	Tr To Capital Outlay Fund 3900	14,924,000	14,924,000	958,736		15,882,736		
Total Expenditures				1,494,902,035	1,499,569,226	3,229,428	3,229,428	1,499,569,226		

COMMUNITY SERVICES  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
<div>DocuSigned by:  1459E4101F1049C...</div>	4/3/2020
_____	_____
_____	_____

By Board of County Commissioners  
At Meeting on April 7th, 2020

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners



20 - \_\_\_\_\_

Attachment 3

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGRV- 148 - 03112000000000000427  
BGEX - 148 - 03112000000000001101

FUND (3900) - Capital Outlay

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER		ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED AS OF 04/07/20	REMAINING BALANCE
REVENUE									
800	9100	8000 Transfer From General Fund	0	0	958,736		958,736		
Total Revenue			30,765,569	27,048,902	958,736		28,007,638		
EXPENDITURE									
141	1223	4907 Building Improvements Noncapital	0	0	651,636		651,636		
141	1223	5111 Office Furniture & Equipment	0	0	227,000		227,000		
141	1223	6401 Machinery & Equipment	0	0	40,100		40,100		
141	1223	6405 Data Processing Equipment	0	0	40,000		40,000		
Total Expenditures			30,765,569	27,048,902	958,736	0	28,007,638		

COMMUNITY SERVICES  
INITIATING DEPARTMENT/DIVISION James Green  
Administration/Budget Department Approval  
OFMB Department - Posted

Signature \_\_\_\_\_ Date \_\_\_\_\_  
DocuSigned by: \_\_\_\_\_  
Tanuna Malliotra 4/3/2020  
1459E4101F1049C...

By Board of County Commissioners  
At Meeting of April 7, 2020  
  
Deputy Clerk to the  
Board of County Commissioners