



**II. FISCAL IMPACT ANALYSIS**

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


Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	234,620				
External Revenue					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	234,620				

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

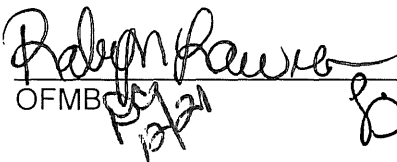
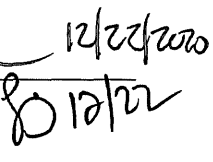
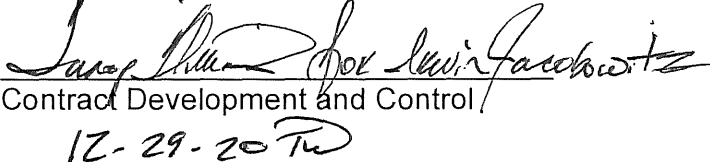
Budget Account No.:  
 Fund 0001 Dept. 148 Unit 1221 Object 3401 Program Code      Program Period     

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

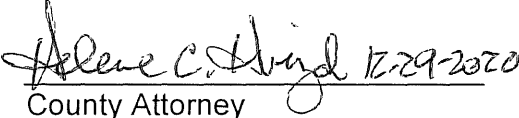
**C. Departmental Fiscal Review:**   
 Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

 12/29/20  
 OFMB  
 12/29/20  
 Contract Development and Control  
 12-29-20

**B. Legal Sufficiency:**

 12-29-2020  
 County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

(Continued from page 1)

**Background and Justification:** On May 1, 2007, the BCC established the Homeless Advisory Board to develop a Ten-Year Plan to End Homelessness in Palm Beach County (Ten Year Plan). The BCC formerly adopted the Ten-Year Plan in September 2008. Development of a Homeless Resource Center is one of the Action Steps of the Ten-Year Plan. On March 20, 2012, the BCC approved the Senator Phillip D. Lewis Center concept and funding allocation for its operation. Homeless individuals and families receive a diverse offering of high quality services from these community agencies, assisting clients in ending their homelessness. Services are available to Palm Beach County's homeless adults and families on a 24-hour basis, 365 days per year. A total of 1,122 clients has been served through HRC. Gulfstream Goodwill-397, Adopt-A-Family 526 and The Lord's Place 199.

AMENDMENT 3

AMENDMENT TO CONTRACT FOR PROVISIONS

THIS AMENDMENT TO CONTRACT FOR PROVISIONS (R2016-1444) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Lord's Place, 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 59-2240502.

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

**W I T N E S S E T H:**

WHEREAS, the above named parties entered into an agreement on October 18, 2016 (R2016-1444), to provide Homeless Resource Center Services in an annual amount of \$204,506; and

WHEREAS, the Agreement was amended on September 26, 2017 (R2017-1217), to increase funding and extend the end date to September 30, 2019, and to replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation; and

WHEREAS, the Agreement was amended on September 10, 2019 (R2019-1272), to increase funding and extend the end date to September 30, 2021, replace Exhibit B1 with Exhibit B2 – Unit of Service and Budget Allocation, replace Article 11 – Nondiscrimination, Article 17 – Americans With Disabilities Act, Article 25 – Termination, Article 33 Criminal History Records Check, Article 34 – Federal and State Tax and Article 35 – Regulations; and

WHEREAS, the need exists to amend the Agreement in order to increase funding, replace Exhibit B2 with Exhibit B3 – Unit of Service and Budget Allocation, add Article 36 – Counterparts, and Article 37 – E-Verify Employment Eligibility.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Agreement entered into on October 18, 2016, and amended on September 16, 2017 and September 17, 2019, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement
- II. Exhibit "B3" attached hereto shall replace Exhibit "B2" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE** shall be replaced in its entirety with the following:

**The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of ONE MILLION, THIRTY TWO THOUSAND, SEVEN HUNDRED AND FIFTY FIVE DOLLARS (\$1,032,755) of which TWO HUNDRED FOUR THOUSAND, FIVE HUNDRED AND SIX DOLLARS (\$204,506) was budgeted in FY17, FOUR HUNDRED NINE**

**THOUSAND AND TWELVE DOLLARS. (\$409,012) was budgeted in FYS18-19, TWO HUNDRED FOUR THOUSAND, FIVE HUNDRED AND SIX DOLLARS (\$204,506) was budgeted in FY20 and TWO HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED AND THIRTY ONE DOLLARS (\$214,731) is budgeted in FY21.**

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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement. Any amounts not submitted by the AGENCY 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 Agreement 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 Agreement. 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 Agreement 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, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-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 an award until the

COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

IV. New **Article 36 – COUNTERPARTS** is added to read as follows:

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.

V. New **Article 37 – E-VERIFY – EMPLOYMENT ELIGIBILITY** is added to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement 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

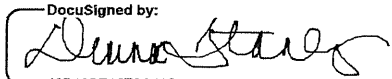
PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

BY \_\_\_\_\_  
Mayor

AGENCY:

The Lord's Place, Inc.  
AGENCY'S Name Typed

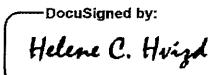
DocuSigned by:  
  
46B12B71676C489  
AGENCY'S Signatory Name

CEO

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
  
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Assistant County Attorney

DocuSigned by:  
  
1459E4101F1049C...  
Taruna Malhotra, Assistant Dept. Director  
Community Services Department

UNITS OF SERVICES AND BUDGET ALLOCATION

Agency: Adopt-A-Family: Homeless Resource Center (HRC)

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p><b>Job Training and Placement</b> A unit of training is defined as completion of full training program.</p> <p><u>Job Training</u> encompasses services and transportation geared toward empowering clients to learn soft and hard skills necessary to become competitive employees living independently; assess &amp; assist in the creation of an individualized career plans. <u>Job Readiness Course</u> - a 40-hour Job Readiness class for individuals with multiple barriers to employment which includes basic skills necessary for clients to obtain and maintain employment, utilizing small class sizes, which allow for individual attention. Curriculum includes: goal setting, interview skills, how to respond appropriately to interview questions, resume and cover letter writing, basic computer skills, how to conduct an effective job search, overcoming barriers to employment such as criminal backgrounds and educational limitations, and obtaining appropriate clothing &amp; materials for an interview &amp; employment. Mock interviews are held to provide constructive feedback.</p> <p><u>Job Coaching</u> encompasses job coaching for 50% Lewis Center residents and 50% individuals referred by Lewis Center staff/partners placed in off-site housing.</p>	<p>75</p>	<p>\$1,327.46</p>
<p>A unit of job placement is defined as pre-employment activities &amp; obtaining actual employment.</p> <p><u>Job Placement:</u> Job Coaches &amp; Job Training Instructors share the responsibility of assessments of client's employability. A Job Coach is assigned to a client ready to begin job searching activities. Job Coaches will include: Intake &amp; assessments, development of career plans including mapping &amp; monitoring job search activities, assist individuals to complete job applications, monitor job searching through print media, internet, and leads from Job Development staff, track clients activities on a weekly basis and follow-up with clients and employers, to advocate and support clients post-placement, one-on-one counseling to prepare clients for job interviews and the reality of all aspects related to gaining and maintaining successful employment and post placement follow-up and support services. Job Placement includes securing appropriate employment through a Job Developer who has relationships with employers in the community. The Job Developer works closely with the Job Coaches &amp; participants to identify employers to best match the participants' employment skills.</p> <p>Job Placement- 50% remain employed three months after obtaining employment.</p>	<p>38</p>	<p>\$2,517.11</p>



Exhibit B3 (Page 2)

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<b>Administration:</b> A unit of service is defined as day of operations. Administrative services encompass: participation in neighborhood meetings, participating in HRC related fund raising events, evaluation of fiscal, grant, database, and funding reports as required, general fiscal accounting and auditing of expenditures, supervision of staff, cell phone utilization, and mileage.	251	\$77.77

**BUDGET ALLOCATIONS:**

<b>Job Training Authorized</b>	<b>\$ 99,559.69</b>
<b>Job Placement Authorized</b>	<b>\$ 95,650.28</b>
<b>Administration Authorized</b>	<b>\$ 19,521.04</b>
<b>TOTAL Authorized</b>	<b>\$ 214,731</b>

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. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits will be based on actual costs. Back-up documentation for actual expenditures will be reviewed during desk audits and on-site monitoring.

**AMENDMENT TO CONTRACT FOR PROVISIONS**

THIS AMENDMENT TO CONTRACT FOR PROVISIONS (R2016-1442) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of 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.

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

**WITNESSETH:**

**WHEREAS**, the above named parties entered into an Agreement on October 18, 2016 (R2016-1442), to provide Homeless Resource Center Services in an annual amount of \$2,160,709; and

**WHEREAS**, the Agreement was amended on September 26, 2017 (R2017-1215), to increase funding and extend the end date to September 30, 2019, and to replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation; and

**WHEREAS**, the Agreement was amended on September 10, 2019 (R2019-1210), to increase funding and extend the end date to September 30, 2021, replace Exhibit B1 with Exhibit B2 – Unit of Service and Budget Allocation, replace Article 11 – Nondiscrimination, Article 17 – Americans With Disabilities Act, Article 25 – Termination, Article 33 Criminal History Records Check, Article 34 – Federal and State Tax and Article 35 – Regulations, Licensing Requirements; and

**WHEREAS**, the need exists to amend the Agreement in order to increase funding, replace Exhibit B2 with Exhibit B3 – Unit of Service and Budget Allocation, add Article 36 – Counterparts, and Article 37 – E-Verify Employment Eligibility.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Agreement entered into on October 18, 2016, and amended on September 12, 2017 and September 10, 2019, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement
- II. Exhibit "B3" attached hereto shall replace Exhibit "B2" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE** shall be replaced in its entirety with the following:

**The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of TEN MILLION, NINE HUNDRED FORTY THREE THOUSAND, AND EIGHTY DOLLARS (\$10,943,080) of which TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709) was budgeted in FY17, FOUR MILLION, THREE HUNDRED TWENTY ONE THOUSAND, FOUR HUNDRED AND**

**EIGHTEEN DOLLARS (\$4,321,418) was budgeted in FYS18-19, TWO MILLION, ONE HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINE DOLLARS (\$2,160,709) was budgeted in FY20 and TWO MILLION, THREE HUNDRED THOUSAND, TWO HUNDRED AND FORTY-FOUR DOLLARS (\$2,300,244) is budgeted in FY21.**

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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement. Any amounts not submitted by the AGENCY 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 Agreement 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 Agreement. 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 Agreement 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, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-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 an award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

IV. New **Article 36 – COUNTERPARTS** is added to read as follows:

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.

V. New **Article 37 – E-VERIFY – EMPLOYMENT ELIGIBILITY** is added to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement 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 \_\_\_\_\_  
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

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
*Helene C. Hvizd*  
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\_\_\_\_\_  
Assistant County Attorney

DocuSigned by:  
*Taruna Malhotra*  
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Taruna Malhotra, Assistant Dept. Director  
Community Services Department

**UNITS OF SERVICES AND BUDGET ALLOCATION**

**Agency: Goodwill: Homeless Resource Center (HRC)**

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p><b>HRC Operations:</b> A unit of service is defined as one day of service. Operations includes but is not limited to: <b>Engagement</b> services which include activities that build relationships with homeless persons and families, data entry into CMIS. <b>Case Management</b> which encompasses: outreach &amp; engagement, program eligibility determination, intake &amp; assessment, VI-SPDAT &amp; SPDAT, housing &amp; service plan development, case note entry, linkage &amp; referral to community &amp; mainstream resources, case management sessions, referral &amp; linkage to housing placement, job placement assistance, legal assistance, credit repair &amp; budgeting, supplies, financial assistance, monitoring, and evaluating program participant performance, data entry into CMIS, clinical case management supervision, clinical risk management supervision, attendance of meetings &amp; staffing, vehicle leasing, rapid re-housing placement &amp; follow up, initial and ongoing professional training &amp; certification/licensing fees, computer, cell phone utilization, and mileage.</p> <p><b>Housing Services</b> which encompasses 24-hour supervision of residents, tracking bed utilization, meal coordination, oversight of laundry services and onsite laundry equipment, coordination of hot box and room heaters (bed bugs), logging and securing of participant's belongings, room assignments, coordination of life skills training, coordination of computer utilization by participants and computer supplies, coordination of participant supplies, conducting &amp; evaluating background screenings, coordination of screening for weapons, coordination of day-to-day operations and on-site services, coordination of neighborhood meetings and issues, marketing HRC, conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service provider meetings, preparation and distribution of reports as required, coordination of volunteers &amp; clothes closet, coordination of security and transportation, coordination of reception services and 24-hour phone line, coordination of health care services.</p> <p><b>Medical</b> services which encompasses a health screening and evaluation, first aid, maintain medical records, referral and linkage to medical services. <b>Transportation</b> services which encompasses conducting travel for participants, laundry and meals, fuel, insurance, vehicle leasing, ongoing maintenance and tracking and recording of mileage. <b>Navigation</b> services including but not limited to: Referral services for homeless families and individuals to the Lewis Center, activities that build relationship with homeless persons, intake, linkage &amp; referral to community &amp; mainstream resources, data entry into CMIS, conducting outreach to provide community education, development and oversight of Policies and Procedures for the Lewis Center Navigation Services.</p> <p>Housing Services- 75% do not re-enter the emergency</p>	<p>365</p>	<p>\$5,738.29</p>

services system within 6 months.		
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Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<b>Administration:</b> A unit of service is defined as day of operations. Administrative services encompass: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, CMIS, and funding reports as required, grant writing, payment of leases (first and last month) & utilities, general fiscal accounting and auditing of expenditures, supervision of staff, cell phone utilization, and mileage.	251	\$819.79

**BUDGET ALLOCATIONS:**

<b>Lewis Center Operations Authorized</b>	<b>\$2,094,476</b>
<b>Administration Authorized</b>	<b>\$205,768</b>
<b>Total Authorized</b>	<b>\$2,300,244</b>

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 AGENCYs performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits will be based on actual costs. Back-up documentation for actual expenditures will be reviewed during desk audits and on-site monitoring.



**AMENDMENT 4**

**AMENDMENT TO CONTRACT FOR PROVISIONS**

THIS AMENDMENT TO CONTRACT FOR PROVISIONS (R2016-1439) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Adopt-A-Family of the Palm Beaches, 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 59-2471253.

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

**WITNESSETH:**

**WHEREAS**, the above named parties entered into an Agreement on October 18, 2016 (R2016-1433), to provide Homeless Resource Center Services in an annual amount of \$1,519,099; and

**WHEREAS**, the Agreement was amended on September 26, 2017 (R2017-1216), to increase funding and extend the end date to September 30, 2019, and to replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation; and

**WHEREAS**, the Agreement was amended on September 18, 2018 (R2018-1340), to increase funding and to replace Exhibit B1 with Exhibit B2 – Unit of Service and Budget Allocation; and

**WHEREAS**, the Agreement was amended on September 10, 2019 (R2019-1217), to increase funding and extend the end date to September 30, 2021, replace Exhibit B2 with Exhibit B3 – Unit of Service and Budget Allocation, replace Article 11 – Nondiscrimination, Article 17 – Americans With Disabilities Act, Article 25 – Termination, Article 33 Criminal History Records Check, Article 34 – Federal and State Tax and Article 35 – Regulations; and

**WHEREAS**, the need exists to amend the Agreement in order to increase funding in FY21, replace Exhibit B3 with Exhibit B4 – Unit of Service and Budget Allocation, and add Article 36 – Counterparts, and Article 37 – E-Verify Employment Eligibility.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Agreement entered into on October 18, 2016, and amended on September 26, 2017, September 18, 2018 and September 10, 2019, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement
- II. Exhibit "B4" attached hereto shall replace Exhibit "B3" to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE** shall be replaced in its entirety with the following:

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of EIGHT MILLION, TWO HUNDRED FOURTEEN THOUSAND, FIVE HUNDRED AND NINETY ONE DOLLARS (\$8,214,591) of which, ONE MILLION, FIVE HUNDRED NINETEEN THOUSAND AND NINETY-NINE DOLLARS (\$1,519,099) was budgeted in FY17, THREE MILLION, THIRTY-EIGHT THOUSAND, ONE HUNDRED AND NINETY-EIGHT DOLLARS (\$3,038,198) was budgeted in FYS18-19, ONE HUNDRED SEVENTY-EIGHT THOUSAND AND SEVENTY-NINE DOLLARS (\$178,079) was additionally added in FY19, ONE MILLION, SIX HUNDRED NINETY-SEVEN THOUSAND, ONE HUNDRED AND SEVENTY-EIGHT DOLLARS (\$1,697,178) was budgeted in FY20 and ONE MILLION, SEVEN HUNDRED EIGHTY-TWO THOUSAND, AND THIRTY-SEVEN DOLLARS (\$1,782,037) is budgeted in FY21.

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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement. Any amounts not submitted by the AGENCY 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 Agreement 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 Agreement. 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 Agreement 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, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-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 an award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

IV. New **Article 36 – COUNTERPARTS** is added to read as follows:

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.

V. New **Article 37 – E-VERIFY – EMPLOYMENT ELIGIBILITY** is added to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement 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 \_\_\_\_\_  
Mayor

AGENCY:

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

DocuSigned by:  
Matthew Constantine  
8688CE474CFC162...  
AGENCY'S Signatory Name

Chief Executive Officer

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
Helene C. Hvizd  
BF3DF20B2223413...  
Assistant County Attorney

DocuSigned by:  
Taruna Malhotra  
1458F4101E1049C...  
Taruna Malhotra, Assistant Dept. Director  
Community Services Department

**UNITS OF SERVICES AND BUDGET ALLOCATION**

**Agency: Adopt-A-Family: Homeless Resource Center (HRC)**

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p><b>HRC Operations:</b> A unit of service is defined as one day of operation. Operations includes but is not limited to: <b>Navigation</b> services including but not limited to: Referral services for at-risk and homeless families and individuals to the Homeless Resource Center, activities that build relationship with homeless persons, intake, linkage &amp; referral to community &amp; mainstream resources, data entry into CMIS, conducting outreach to provide community education, development and oversight of Policies and Procedures for the HRC Navigation Services, attendance of meetings, initial &amp; ongoing professional training &amp; certification/licensing fees, and computer. <b>Case Management</b> which encompasses outreach, program eligibility determination, intake &amp; assessment, data entry, housing &amp; service plan development, case note entry, linkage &amp; referral to community &amp; mainstream resources, case management sessions, referral and linkage to housing placement, job placement assistance, legal assistance, credit repair &amp; budgeting, financial assistance, monitoring &amp; evaluating program participant performance, data entry into CMIS, clinical case management supervision, clinical risk management supervision, attendance of meetings &amp; staffing, ongoing rapid re-housing aftercare, initial &amp; ongoing professional training &amp; certification/ licensing fees, computer, cell phone utilization, &amp; mileage. <b>Housing Services/Off Site Leasing</b> – encompasses payment for housing services for eligible activities including but not limited to deposits, leasing and utility assistance, family reunification and operations according to Continuum of Care program standards, coordinated entry and prioritization criteria. It also includes tracking of interim bed utilization, coordination regarding on- site laundry services &amp; onsite laundry equipment, logging &amp; securing of participant’s belongings, computer utilization by participants &amp; computer supplies &amp; participant supplies, coordination of hotel/motel utilization, coordination of available permanent housing options including inspections &amp; landlord negotiations, coordination of available community resources. <b>Engagement</b> services encompass: activities that build relationships with homeless persons and families, data entry into CMIS. <b>Operation</b> services encompass conducting &amp; evaluating background screenings, hiring &amp; supervision of HRC Staff, staff salaries, benefits &amp; insurance, coordination with Gulfstream Goodwill regarding screening for weapons, hot box (bed bugs) utilization, food for families, day to day operations with on-site services, attendance at neighborhood meetings and issues addressed at neighborhood meetings, marketing HRC, conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service</p>	<p>260</p>	<p>\$3,557.88</p>

**Exhibit B4 (Page 2)**

Definition of a Unit of Service for Homeless Resource Center	Number of Units of Service	Cost Per Unit of Service
<p>Provider meetings, preparation and distribution of reports as required, development and oversight of Policies and Procedures for the HRC Family Services. <u>Transportation</u> services encompass conducting travel for participants, fuel, insurance, ongoing maintenance and tracking and recording of mileage.</p> <p><u>Housing Services</u>-75% do not re-enter the emergency services system within 12 months of case closure</p>		
<p><b>Administration:</b> A unit of service is defined as a day of operation. Administrative services encompass: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, CMIS, and funding reports as required, grant writing and budget preparation (to support housing programs/interventions to benefit HRC clients, payment of leases &amp; utilities, general fiscal accounting and auditing of expenditures, supervision of staff, internal organizational meetings, cell phone utilization, and mileage.</p>	260	\$897.82

**BUDGET ALLOCATIONS:**

<b>Lewis Center Operations Authorized</b>	<b>\$925,050</b>
<b>Hotel/Motel Authorized</b>	<b>\$487,304</b>
<b>Leasing and Utility (Off Site) Authorized</b>	<b>\$136,249</b>
<b>Administration Authorized</b>	<b>\$233,434</b>
<b>Total Authorized</b>	<b>\$1,782,037</b>

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 AGENCYs performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits will be based on actual costs. Back-up documentation for actual expenditures will be reviewed during desk audits and on-site monitoring.