

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 6, 2021	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
 Submitted By: Community Services
 Submitted For: Financially Assisted Agencies

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to contract for Provision of Financial Assistance (R2018-1549) with Gulfstream Goodwill Industries, Inc. (GGI), for the period October 1, 2018 through September 30, 2021, to revise and amend portions of the contract and adjust the unit cost in the Homeless Youth Rapid Re-housing category, which represents one hour of staff time in direct client services from \$32.79 to \$44.00, with no change to the overall total contract amount of \$1,140,615, for the provision of employment focused case-management services, youth permanent supported housing, and homeless youth rapid re-housing services to residents in Palm Beach County.

Summary: Under this contract, clients are assisted with increasing their income through employment in order to maintain their housing and increase their self-sufficiency. This amendment is necessary to adjust the previously agreed upon rate for a unit of service to account for supervision and administrative costs, which were previously not being charged. In FY 2020, GGI served 41 clients and will serve approximately 57 clients in FY 2021. Joshua Butler, employee of GGI, is a member of the Palm Beach County Homeless Advisory Board (HAB). The HAB provides no regulation, oversight, management, or policy setting recommendations regarding the subject contracts or transactions. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach Code of Ethics. (Financially Assisted Agencies). Countywide (HH)

Background and Justification: In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The FAA Program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state, and local funding sources that support the County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidence-based programming and outcome measures that ensure effective changes in the lives of those in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis, and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Amendment No. 1 to Contract for the Provision of Financial Assistance with GGI

Recommended By:	<small>DocuSigned by:</small> <i>James Green</i>	3/9/2021
	<small>BP3AE228D0P8Z</small>	<small>Date</small>

Approved By:	<i>Nancy L. Bolton</i>	3/18/2021
	<small>Assistant County Administrator</small>	<small>Date</small>

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	380,205				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	380,205				

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

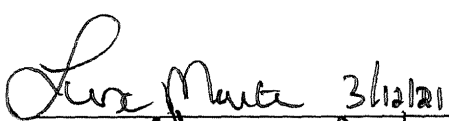
Budget Account No.:
 Fund 0001 Dept. 740 Unit 2074 Object 8201 Program Code Program Period


B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding Source is Palm Beach County ad valorem dollars.

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

III. REVIEW COMMENTS

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


 OFMB 3/1/11 AP 3/11

 3115/21
 Contract Development and Control
 3-12-21 TW

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT 1

AMENDMENT NO. 1 TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE (R2018-1549) 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.

WITNESSED:

WHEREAS, the above named parties entered into an Agreement on October 16, 2018 (R2018-1549), to provide services under the Homelessness Service Category, in the annual amount of \$380,205; and

WHEREAS, the need exists to amend the Agreement in order to replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation, add Article 35 – E-Verify Employment Eligibility, and add Article 36 – Counterparts.

NOW THEREFORE, the above named parties hereby mutually agree that the Agreement entered into on October 18, 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 "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- III. New **Article 35– 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.

IV. **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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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:

Joseph Abruzzo
Clerk and Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

AGENCY:

Gulfstream Goodwill Industries, Inc.
AGENCY'S Name Typed

DocuSigned by:
Keith Kennedy
247C93B8C94CAE7

AGENCY'S Signatory

Keith Kennedy

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hoizd
CC09928F6504482...

Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...

Taruna Malhotra, Assistant Director
Community Services Department

Agency: Gulfstream Goodwill Industries, Inc.

Program(s): Employment Focused Case Management ; Youth Permanent Supported Housing ; Homeless Youth Rapid Re-Housing

Description	Unit Cost	Total FY19	Total FY20	Total FY21	Total 3 Year Contract Amount
<u>Employment Focused Case Management:</u> A unit of service is defined as one (1) hour of staff time in direct services.	\$32.71	\$46,348	\$46,348	\$46,348	1,140,615
<u>Youth Permanent Supported Housing:</u> A unit of service is defined as one (1) bed day by a client receiving services.	\$57.11	\$160,715	\$160,715	\$160,715	
<u>Homeless Youth Rapid Re-housing:</u> <u>Service: Case Management</u> A unit of service is defined as one (1) hour of staff time in direct services.	\$44.00	\$50,657	\$50,657	\$67,971	
<u>Service: Rapid Re-housing</u> A unit of service is defined as actual cost of providing rental unit.		\$122,485	\$122,485	\$105,171	
Total Contract over a three (3) year period		\$380,205	\$380,205	\$380,205	

The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee every year of the contract. This option exercised by the agency will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 14 of this contract.



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000786	Gulfstream Goodwill Industries, Inc.	Modified	Compliant					R2019-1450	Community Based Agency Contract - Going the Distance
		Ag , XIV	Markel Global Reinsurance Company	FITAU339302020	6/1/2020	6/1/2021	Auto Liability		
		A-p , X	Century Surety Company	FITXS339302020L2	6/1/2020	6/1/2021	Excess Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITXS339302020	6/1/2020	6/1/2021	Excess Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302020	6/1/2020	6/1/2021	General Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302020	6/1/2020	6/1/2021	Professional Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302020	6/1/2020	6/1/2021	Sexual Molestation		
		A- , X	Star Insurance Company	FITWC339302020	6/1/2020	6/1/2021	Workers Comp		

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :