

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 6, 2021

Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human and Veteran Services

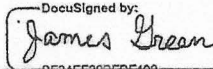
I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Amendment No. 1 to Contract for Provision of Services with Gulfstream Goodwill Industries, Inc. (GGI) (R2020-0388), for the period April 7, 2020 through September 30, 2023, to include new language required by the County and to amend the contract period to align to the County's fiscal years with automatic renewal options, contingent upon budgetary appropriation by the Board of County Commissioners, with no change to the overall total contract amount of \$2,412,452 annually, for the provision of emergency shelter to homeless individuals.

Summary: Amendment No. 1 is necessary to amend the original contract period to align the term of the contract to the County's fiscal year and to provide for automatic renewal terms for FY 2021, FY 2022 and FY 2023. There is no change to the overall budget. 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" (Leading the Way Home). Leading the Way Home expanded the doorway for services and housing for those living on the streets or in parks, increased the availability of support services currently being provided at the Senator Philip D. Lewis Center (The Lewis Center) and other locations within the County. The need for temporary shelter is evident by the number of individuals erecting tents in public parks, sleeping on park benches and under pavilions, residing in train stations and living in abandoned buildings in Palm Beach County. This amendment allows for the continuation of the utilization of the Lewis Center Annex facility for emergency shelter. The facility continues to provide shelter for homeless individuals that have been vetted through the coordinated entry process and undergone a level one background check and a sexual offender database search. GGI has served 264 homeless individuals from July 22, 2020 through February 1, 2021. Of the 264 served, 31% (84) are currently housed in the facility. Of the 182 that have exited, 26% (47) obtained permanent housing and 74% (135) did not obtain permanent housing. The largest population served is seniors aged 60 and over. Each occupant will have access to a hot meal, showers, amenity boxes, lockers and social services that are employment and housing focused. (Division of Human and Veteran Services) Countywide (HH)

Background and Policy Issues: This strategy used 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 Philip D. Lewis Homeless Resource Center and the future Homeless Resource Center 2 (HRC2) expected to open in Fall 2022.

Attachments: Amendment No. 1 to Contract for Provision with Gulfstream Goodwill Industries, Inc.

Recommended By:  3/9/2021
Department Director Date

Approved By:  3/8/21
Assistant County Administrator Date

**FIRST AMENDMENT TO CONTRACT FOR
PROVISION OF FINANCIAL ASSISTANCE**

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE (R2020-0388) 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 ID 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 a Contract on April 7, 2020 (R2020-0388), to provide temporary emergency shelter to homeless residents of Palm Beach County, in an annual amount of \$2,550,998; and

WHEREAS, the need exists to: amend the Contract term to align the term to the COUNTY'S fiscal years (FY), and to provide for automatic renewal terms for FY 2021, FY 2022, and FY 2023: replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation; revise Article 8 – Indemnification; revise Article 22 – Excusable Delays; and add Article 38 – E-Verify Employment Eligibility.

NOW THEREFORE, the above named parties hereby mutually agree that the Agreement entered into on April 7, 2020, 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' Contract.
- II. **ARTICLE 2 – SCHEDULE** shall be replaced in its entirety with the following:

ARTICLE 2 - SCHEDULE

This term of this Contract shall be for five (5) months and twenty-three (23) days beginning April 7, 2020, and ending September 30, 2020. This Contract shall automatically renew for three (3) additional one (1) year terms beginning October 1, 2020, and ending September 30, 2023.

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

- III. Exhibit "B1" attached hereto shall replace Exhibit "B" to the Contract in its entirety.
- IV. **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 Contract not to exceed total amount of SEVEN MILLION NINE HUNDRED EIGHTY FOUR THOUSAND, AND THIRTY TWO DOLLARS (\$7,984,032) OVER A THREE-YEAR FIVE (5) MONTHS AND TWENTY-THREE (23) DAYS PERIOD OF WHICH SEVEN HUNDRED FORTY SIX THOUSAND, SIX HUNDRED AND SEVENTY SIX DOLLARS (\$746,676) WAS EXPENSED IN FISCAL YEAR 2020; TWO MILLION, FOUR HUNDRED, TWELVE THOUSAND, FOUR HUNDRED AND FIFTY TWO DOLLARS (\$2,412,452) IS BUDGETED IN FISCAL YEAR 2021 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO MILLION, FOUR HUNDRED, TWELVE THOUSAND, FOUR HUNDRED AND FIFTY TWO DOLLARS (\$2,412,452) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B1** 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.

- V. **ARTICLE 8 – INDEMNIFICATION** shall be replaced in its entirety with the following:

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.

- V. The title of **ARTICLE 18 – AMERICAN WITH DISABILITIES (ADA)** is amended to read: **ARTICLE 18 – AMERICAN WITH DISABILITIES ACT (ADA)**

- VI. The following paragraph shall be added to **ARTICLE 22 – EXCUSABLE DELAYS**:

The AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

- VII. New **Article 38 – E-VERIFY – EMPLOYMENT ELIGIBILITY** shall be added to the Contract to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S Sub Contractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, 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:

Joseph Abruzzo
Clerk of the Circuit Court
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
317C0986C84647...
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
BF3DF20B2223413...

Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101E1049C

Taruna Malhotra, Assistant Dept. Director
Community Services Department

UNITS OF SERVICE RATE AND DEFINITION

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

Description	Unit Cost	FY20	FY21	FY22	FY23	Total Amended Amount
Start-up Costs 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				
Fairgrounds Road Project Operations A unit of service is defined as one day of operations. Operations includes but is not limited to: Housing Services which encompasses 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.	\$6,610	\$608,130	\$2,412,452	\$2,412,452	\$2,412,452	
Total Contract		\$746,676	\$2,412,452	\$2,412,452	\$2,412,452	\$7,984,032

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.

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**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 :

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