PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Sep	tember 19, 2023	[X]	Consent	[]	Regular
		[]	Ordinance	[]	Public Hearing
Department						
Submitted By:	Community Service	<u>es</u>				
Submitted For:	Human Services a	nd Comn	nunity Action	Pro	ora	m

L EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 1 to the Homeless Resource Center (HRC) Contract for Provision of Services with Gulfstream Goodwill Industries, Inc. (GGI) (R2021-1468), to extend the date from September 30, 2023 to September 30, 2024, and to increase funding by \$2,300,244, for a new total contract amount not-to-exceed \$6,900,732, for the provision of emergency shelter to individuals experiencing homelessness; and
- **B)** Amendment No. 2 to Contract for Provision of Services with GGI Annex (R2020-0388), to extend the date from September 30, 2023 to September 30, 2024, and to increase funding by \$2,412,452, for a new total contract amount not-to-exceed \$10,396,484, for the provision of emergency shelter to individuals experiencing homelessness.

Summary: Amendment No. 1 to HRC Contract for Provision of Services (R2021-1463) is necessary to amend the original contract period to allow GGI to continue providing case management, navigation, employment counseling, and engagement to individuals and families experiencing homelessness in Palm Beach County. From October 1, 2022 through June 30, 2023, GGI served 372 individuals. Amendment No. 2 to Contract for Provision of Services (R2020-0388) is necessary to amend the original contract period to provide additional time for the completion and relocation of individuals experiencing homelessness from the Senator Philip D. Lewis Center Annex (Lewis Center Annex) to the new Homeless Resource Center 2 (HRC2) in Lake Worth. 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). This amendment allows for the continuation of the utilization of the Lewis Center Annex facility for emergency shelter until the new HRC2 in Lake Worth is completed. GGI currently operates three (3) shelters for the County — the HRC, the Lewis Center Annex, and Lake Village of the Glades - Melissa's Place. The Lake Village of the Glades - Melissa's Place contract will be renewed on November 7, 2023. At that time, the County intends to combine the three contracts into one contract in order to reduce the administrative burden of managing three (3) separate contracts. From October 1, 2022 through June 30, 2023, GGI served 514 individuals. GGI will continue providing shelter and housing opportunities for persons experiencing homelessness utilizing a housing focused model similar to the successful Senator Phillip D. Lewis HRC and the future HRC2 is expected to open in the Fall 2023. (Division of Human and Community Action) Countywide (HH)

Background and Justification: On March 20, 2012, the BCC approved the Senator Philip D. Lewis Center concept and funding allocation for its operations. On October 23, 2018, the Ten-Year Plan to End Homelessness (Plan), a blueprint to end homelessness, was adopted by the BCC. The development of an HRC was one of the action steps of the Plan. On February 25, 2020, the BCC approved the Sheltering and Housing Strategy Annex to the Plan, expanding the doorway for services and housing for persons living on the streets, parks, and places not meant for human habitation. The Lewis Center and Lewis Center Annex supplements the Plan's Sheltering and Housing Strategy Annex, and ensures that individuals and families experiencing homelessness receive a diverse offering of high quality housing and focused services from the community agencies that assist clients in ending their homelessness.

Attachments:

- 1. Amendment No. 1 to Contract for Provision of Services (R2021-1468) with GGI
- 2. Amendment No. 2 to Contract for Provision of Services (R2020-0388) with GGI

Pagement of Pu	. James E. Freen	3/5/2023
Recommended By	Department Director	Date
Approved By:		9/13/2023
	Assistant County Administrator	¹ D∕ate

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	4,712,696				
External Revenue					
Program Income					
In-Kind Match (County)			-		
NET FISCAL IMPACT	4,712,696				
# ADDITIONAL FTE POSITIONS (Cumulative)					
es this item include the use dget Account No.: nd <u>0001</u> Dept. <u>148</u> Unit <u>1221</u> C nd <u>0001</u> Dept. <u>148</u> Unit <u>1223</u> C Recommended Sources Source of Funding is Pair	obj. <u>3401</u> Program Obj. <u>3401</u> Program o f Funds/Sum i	m Code <u>N/A</u> m Code <u>N/A</u> mary of Fisc	Program Perio Program Perio al Impact:		
Departmental Fiscal Re	Julie Dov	05AC90	Down Director II, Fins	incial & Suppo	ort Svcs.
OFMB Fiscal and/or Co	ntract Developn		ntrol Commer	nts:	
OFMB MG 9/5	9/5/2023		Contract	Jaylus Development	and Control
Legal Sufficiency:					V
Assistant County Attorne					
Other Department Revi	∋ w:				
Department Director					

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

FIRST AMENDMENT

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated October 19, 2021 (R2021-1468), is made on this ______ day of ______, 2023, 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 <u>Gulfstream Goodwill Industries, Inc.</u>, 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 <u>59-1197040</u>.

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

WHEREAS, on October 19, 2021, the above named parties entered into a Contract for Provision of Services, (R2021-1468) (the Contract), in an amount not to exceed \$4,600,488.00 to provide Homeless Resource Center (HRC) operation services to individual Palm Beach County residents experiencing homelessness; and

WHEREAS, the need exists to amend the Contract to extend the term of the Contract, to update ARTICLE 3 – SCHEDULE and ARTICLE 4 – PAYMENTS TO AGENCY; revise ARTICLE 15 – PROGRAMMATIC REQUIREMENTS to replace paragraph 17 and add a new paragraph 24; and replace Exhibit B with Exhibit B-1.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on October 19, 2021 is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. The first sentence of ARTICLE 3 SCHEDULE is amended to read as follows:
 - The term of this Contract shall be for one (1) year, starting October 1, 2021 (initial term) and will automatically renew for two (2) additional one (1) -year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.
- III. The first two paragraphs in ARTICLE 4 <u>PAYMENTS TO AGENCY</u> are amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Contract for services not exceed a total Contract amount of <u>SIX MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS</u> (\$6,900,732.00) over a three-year period of which TWO MILLION THREE HUNDRED THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS AND ZERO CENTS (\$2,300,244.00) is budgeted in Fiscal Year 2023, with an anticipated annual allocation of TWO MILLION THREE HUNDRED THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS AND ZERO CENTS (\$2,300,244.00) to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in EXHIBIT B-1 for services rendered toward 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.

- IV. Paragraph 17 of ARTICLE 15 PROGRAMMATIC REQUIREMENTS, shall be replaced in its entirety with the following:
 - 17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
 - a. Racial Equity Training;
 - b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational
 - c. Interviewing training,
 - d. Cultural Competency training; and
 - e. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

Agency can obtain a list of training resources on the FAA webpage.

- V. A new Paragraph 24 is added to ARTICLE 15 PROGRAMMATIC REQUIREMENTS, as follows:
 - 24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
 - a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.
- VI. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment 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	PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
BY Deputy Clerk	BYGregg K. Weiss, Mayor
	AGENCY:
•	Gulfstream Goodwill Industries, Inc.
	BY: Docusigned by: Leith kennedy AGENCY'S Signatory Name
	Keith Kennedy AGENCY'S Signatory Name Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
HH .	Docusigned by: tanua Malliotra
Assistant County Attorney	Taruna Malhotra, Assistant Director Community Services Department

Exhibit B-1

FY 2022-2024 HOMELESS RESOURCE CENTER (HRC) OPERATION UNITS OF SERVICE RATE AND DEFINITION

Agency Name:

Gulfstream Goodwill Industries, Inc.

Program Name:

Lewis Center HRC operations

Description	Total	Total	Total	Total 3 Year
	FY 2022	FY 2023	FY 2023	Contract Amount
The provision of HRC Lewis Center Operations as described in EXHIBIT A will be reimbursed based on actual costs plus 10% admin.	\$2,300,244	\$2,300,244	\$2,300,244	\$6,900,732

For all service categories listed above, expenses (including 10% admin), will be reimbursed at the actual cost of services listed in the monthly submission as evidenced by agency general ledger or other proof of payment documents.



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
DX00001875	Gulfstream Goodwill Industries, Inc.	Modified	Compliant					R2022-1149	Community Based Agency Contract/Supervised Release
		Ag , XIV	Markel Global Reinsurance Company	FITXS339302023	6/1/2023	6/1/2024	Excess Liability		
		Ag, XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	General Liability		
		Ag, XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	Sexual Molestation		
		Ag , VIII	Benchmark Insurance Company	FITWC339302023	6/1/2023	6/1/2024	Workers Comp		

Risk Profile:

Standard - General Services

Required Additional insured: Palm Beach County Board of County Commissioners

Ownership Entity:

Attachment 2 SECOND AMENDMENT

SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated April 7, 2020 (R2020-0388), is made on this ______ day of ______, 2023, 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 <u>Gulfstream Goodwill Industries, Inc.</u>, 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 <u>59-1197040</u>.

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

WHEREAS, on April 7, 2020, the above named parties entered into a Contract for Provision of Services, (R2020-0388) (the Contract), in an amount not to exceed \$2,550,998 to provide temporary emergency shelter to homeless residents of Palm Beach County; and

WHEREAS, on April 6, 2021, the above named parties entered into a First Amendment (R2021-0415) to align the term to align with COUNTY's fiscal years (FY), 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— EXCUSEABLE DELAYS; and add ARTICLE 38— E-VERIFY EMPLOYMENT ELIGIBILTY.

WHEREAS, the need exists to amend the Contract to extend the term of the Contract, to update ARTICLE 3 – SCHEDULE and ARTICLE 4 – PAYMENTS TO AGENCY; revise ARTICLE 15 – PROGRAMMATIC REQUIREMENTS to replace paragraph 17 and add a new paragraph 24; and replace EXHIBIT B-1 with EXHIBIT B-2.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on April 7, 2020 is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. The first sentence of ARTICLE 3 SCHEDULE is amended to read as follows:

The 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 four (4) additional one (1) additional one (1) year term(s) (renewal term), beginning October 1, 2020 and ending September 30, 2024.

III. The first two paragraphs in ARTICLE 4 – <u>PAYMENTS TO AGENCY</u> are amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Contract for services not exceed a total Contract amount of <u>TEN MILLION THREE HUNDRED NINTY SIX</u> THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$10,396,484) over a four-year five (5) month and twenty-three (23) days period of which SEVEN FORTY SIX

DOLLARS (\$746,676) was expended in Fiscal Year 2020, with an anticipated annual allocation of TWO MILLION FOUR HUNDRED TWELVE THOUSAND FOUR HUNDRED AND FIFTY-TWO DOLLARS (\$2,412,452) to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in EXHIBIT B-2 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.

- IV. Paragraph 17 of ARTICLE 14 <u>AGENCY'S PROGRAMMATIC REQUIREMENTS</u>, shall be replaced in its entirety with the following:
 - 17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
 - a. Racial Equity Training;
 - b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing training;
 - c. Cultural Competency training; and
 - d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

Agency can obtain a list of training resources on the FAA webpage.

- V. A new Paragraph 24 is added to ARTICLE 14 <u>AGENCY'S PROGRAMMATIC</u> <u>REQUIREMENTS</u>, as follows:
 - 24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
 - a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.
- VI. The first sentence of EXHIBIT A SCOPE OF WORK, Service, Case Management section shall be replaced with the following:
 - AGENCY will complete full SPDAT within five (5) days of admission, based on client cooperation.
- VII. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment 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 BY Deputy Clerk	PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS					
Deputy Clerk	Gregg K. Weiss, Mayor					
	AGENCY:					
	Gulfstream Goodwill Industries, Inc.					
	BY: Docusigned by: keith kennedy ——7E2810BDC1EF4C5					
	AGENCY'S Signatory Name					
	Keith Kennedy AGENCY'S Signatory Name Typed					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS					
	Taruna Mallotra 1459E4101F1049C					
Assistant County Attorney —DS HCH	Taruna Malhotra, Assistant Director Community Services Department					

Exhibit B-2

FY 2020-2024 HOMELESS RESOURCE CENTER (HRC) OPERATION UNITS OF SERVICE RATE AND DEFINITION

Agency Name:

Gulfstream Goodwill Industries, Inc.

Program Name:

Lewis Center HRC operations

Description	Total FY 2020	Total FY 2021	Total FY 2022	Total FY 2023	Total FY 2024	Total 5 Year Contract Amount
The provision of HRC Lewis Center Operations as described in EXHIBIT A will be reimbursed based on actual costs plus 10% admin.	\$746,676	\$2,412,452	\$2,412,452	\$2,412,452	\$2,41 2,452	\$10,396,484

For all service categories listed above, expenses (including 10% admin), will be reimbursed at the actual cost of services listed in the monthly submission as evidenced by agency general ledger or other proof of payment documents.



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
DX00001875	Gulfstream Goodwill Industries, Inc.	Modified	Compliant					R2022-1149	Community Based Agency Contract/Supervised Release
		Ag , XIV	Markel Global Reinsurance Company	FITXS339302023	6/1/2023	6/1/2024	Excess Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	General Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	Sexual Molestation		
		Ag , VIII	Benchmark Insurance Company	FITWC339302023	6/1/2023	6/1/2024	Workers Comp		

Risk Profile:

Standard - General Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity: