

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 19, 2023 [X] Consent [] Regular

[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Financially Assisted Agencies

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I. EXECUTIVE BRIEF

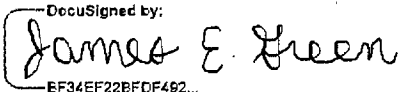
Motion and Title: **Staff recommends motion to approve:** Amendment No. 1 to Agreement for Provision of Financial Assistance (R2022-1099) with Gulfstream Goodwill Industries, Inc. (GGI), for the period October 1, 2022 through September 30, 2025, to amend, revise and replace portions of the agreement, with no change to the overall total contract amount of \$584,616, for the provision of vocational training and employment services for adults with intellectual and developmental disabilities.

Summary: This amendment updates and replaces Exhibit B, with Exhibit B1 to reflect actual cost reimbursement up to the contractual amount in accordance with the approved programmatic budgets. The amendment allows GGI to continue providing vocational and on-the-job training services to clients in order to help increase self-sufficiency and income through employment. As of June 30, 2023, GGI has provided services to 48 clients. (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 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. Agreements include the following safeguards to protect the County: insurance coverage is mandatory and agencies are fiscally monitored to ensure funds are appropriately expended.

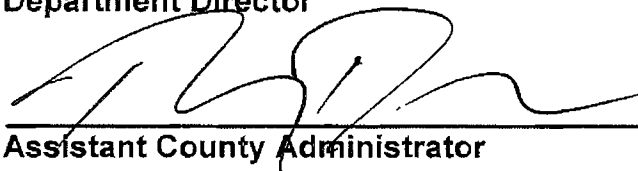
Attachments: Amendment No. 1 with GGI

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DocuSigned by:  8/26/2023

Recommended By: _____ Date

Department Director

Approved By:  _____ Date

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					
# 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:
 No Fiscal Impact. Change to unit cost methodology and will not impact contract amount.

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

III. REVIEW COMMENTS

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

Lisa Mastro 9/5/23
 OFMB Mb 4/5

Dr. J. [Signature] 9/8/23
 Contract Development and Control
 Tol 9/8/23

B. Legal Sufficiency:

Heleene Cottrill 9-11-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

FIRST AMENDMENT

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

THIS FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE dated October 4, 2022 (R2022-1099), 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 **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:

WHEREAS, on October 4, 2022, the above named parties entered into an Agreement for Provision of Financial Assistance, (R2022-1099) (the Agreement), in an amount not to exceed \$584,616.00 to provide Work-Ability services to low-income residents of Palm Beach County; and

WHEREAS, the need exists to amend the Agreement to update and replace **EXHIBIT B** with **EXHIBIT B-1** and revise **ARTICLE 16 – PROGRAMMATIC REQUIREMENTS** to add a new Section 24.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Agreement entered into on October 4, 2022 is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. A new **EXHIBIT B-1 – PAYMENT SCHEDULE**, attached hereto and incorporated herein by reference, shall replace **EXHIBIT B – PAYMENT SCHEDULE**, in its entirety.
- III. A new Section 24 is added to **ARTICLE 16 – 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 Agreement, 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 Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.
- IV. All other provisions of the Agreement not modified in this First 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**

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

BY _____
Deputy Clerk

BY _____
Gregg K. Weiss, Mayor

AGENCY:

Gulfstream Goodwill Industries, Inc.

BY: DocuSigned by:
Keith Kennedy
7E2810BDC1EE4C5

AGENCY'S Signatory Name

Keith Kennedy

AGENCY'S Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

Assistant County Attorney DS
HH

DocuSigned by:
Taruna Malhotra
1458E4101F1049C

**Taruna Malhotra, Assistant Director
Community Services Department**

**FY 2023-2025 FINANCIAL ASSISTANCE AGENCIES UNITS OF
SERVICE RATE AND DEFINITION**

Agency: Gulfstream Goodwill Industries, Inc. (GGI)
Program: Work-Ability

Service Name and Definition of Unit of Service	Unit Cost	Total FY23	Total FY24	Total FY25	Total 3 Year Budget Amount
Service: The provision of Work-Ability Program services to Clients as described in EXHIBIT A will be reimbursed based on actual costs.	N/A	\$185,592	\$185,592	\$185,592	\$556,776
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	\$35	\$9,280	\$9,280	\$9,280	\$27,840
Total Budget over a three (3) year period		\$194,872	\$194,872	\$194,872	\$584,616

For the Work-Ability Program service category listed above, expenses 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.

For the CQM service category list above, Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. 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 16 of this Agreement.



**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	FTXS339302023	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 :