



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$298,500	\$298,500			
External Revenue	(\$150,000)	(\$150,000)			
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$148,500</b>	<b>\$148,500</b>			

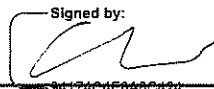
# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Proposed Budget?      Yes X      No       
 Does this item include the use of federal funds?      Yes X      No       
 Does this item include the use of state funds?      Yes       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

Budget Account No.:  
 Fund 0001 Dept. 740 Unit 2000 Object VAR Program Code VAR Program Period       
 Fund 1010 Dept. 142 Unit VAR Object VAR Program Code VAR Program Period     

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Ad Valorem dollars and Ryan White Funding. Funding source is dependent on client needs.

Signed by: 

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

**III. REVIEW COMMENTS**

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

AST 8/22/24 Brunde  
 OFMB 8/21 8.22 Contract Development and Control  
Int 8/26/24

**B. Legal Sufficiency:**

Delane 8-28-24  
 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 CONTRACT FOR PROVISION OF SERVICES**

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated November 21, 2023, (R2023-1678), is made on this 17<sup>th</sup> day of September, 2024, 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 211 Palm Beach/Treasure Coast, 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 23-7153017.

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

**WHEREAS**, on November 21, 2023, the above named parties entered into Contract for Provision of Services, (R2023-1678) (the Contact), in an amount not to exceed \$298,500 to provide certain services; and

**WHEREAS**, the need exists to amend the Agreement to: add a one-year term by amending **ARTICLE 4 – SCHEDULE**; increase the not-to-exceed Agreement amount by amending **ARTICLE 5 – PAYMENTS TO AGENCY**; revise **ARTICLE - 19 AGENCY’S PROGRAMMATIC REQUIREMENTS**; add new **ARTICLE 53 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; add new **ARTICLE 54 – HUMAN TRAFFICKING AFFIDAVIT**; update **EXHIBIT A – SCOPE OF WORK** by updating the list of efforts in the **Services** section; and replace **EXHIBIT B** with **EXHIBIT B-1**.

**NOW THEREFORE**, the COUNTY and the AGENCY mutually agree that the Contract entered into on November 21, 2023 is hereby amended as follows:

I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties’ Agreement.

II. The first paragraph in **ARTICLE 4 SCHEDULE** is amended to read as follows:

The AGENCY shall commence services on October 1, 2023 and complete services on September 30, 2025.

III. The first paragraphs in **ARTICLE 5 PAYMENTS TO AGENCY** is amended to read as follows:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **FIVE HUNDRED NINETY-SEVEN THOUSAND AND ZERO CENTS (\$597,000.00)**, of which **TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$298,500.00)** is budgeted in Fiscal Year 2024, and **TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$298,500.00)** is budgeted in Fiscal Year 2025.

IV. New paragraph 19 is added to **ARTICLE 19 AGENCY’S PROGRAMMATIC REQUIREMENTS** to read as follows:

19. Agencies that are serving eligible clients/households must:

- Accept RRP referrals from Palm Beach County Community Services Department (CSD)

V. New **ARTICLE 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is added to the agreement to read as follows:

**ARTICLE 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

VI. New **ARTICLE 54 – HUMAN TRAFFICKING AFFIDAVIT** is added to the agreement to read as follows:

**ARTICLE 54 HUMAN TRAFFICKING AFFIDAVIT**

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT L**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

VII. The seventh (7) bullet in the list of efforts in the Services section of **EXHIBIT A – SCOPE OF WORK**, on page 28 of the Contract is amended to read as follows:

- Provide transportation (ride) and administration services.

VIII. **EXHIBIT B** is replaced in its entirety with **EXHIBIT B-1**, attached hereto and incorporated herein by reference.

IX. All other provisions of the Contract 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 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**

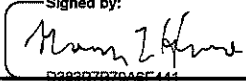
**PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

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

**BY** \_\_\_\_\_  
**Maria Sachs, Mayor**

**AGENCY:**

**211 Palm Beach/Treasure Coast, Inc.,**

**BY:** Signed by:  
  
\_\_\_\_\_  
**AGENCY'S Signatory Name**

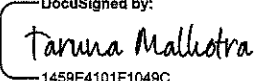
**Sharon L'Herrou, CEO**  
**AGENCY'S Signatory Name Typed**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
**Assistant County Attorney**

Initial  
**HCH**

**APPROVED AS TO TERMS  
AND CONDITIONS**

DocuSigned by:  
  
\_\_\_\_\_  
**Taruna Malhotra, Deputy Director  
Community Services Department**

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**FY 2024-2025 CONTRACT FOR PROVISION OF SERVICES  
UNITS OF SERVICE RATE AND DEFINITION**

**Agency Name:** 211 Palm Beach/Treasure Coast, Inc.  
**Program Name:** Transportation Administration Services (TAS) Pilot and General Helpline Services

Description	FY 2024 Contract Amount	FY 2025 Contract Amount	Total Contract Amount
<b>TAS and General Helpline Program Services:</b> The provision of Transportation Admin Services Pilot and General Helpline Services through One (1) Full Time Equivalent (FTE) position as described in <b>EXHIBIT A</b> will be reimbursed on actual costs.	\$268,650	\$268,650	\$537,300
Administrative Costs (Capped at 10%)	\$29,850	\$29,850	\$59,700
<b>Total</b>	\$298,500	\$298,500	\$597,000

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested via desk and/or on-site monitoring on a periodic basis.

The cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. Additionally, the administrative costs shall be maintained at individual service category. Shall be available in the detailed general ledger, and shall support the units of services billed.

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of 211 Palm Beach Treasure Coast  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

Karen Condon  
(signature of officer or representative)

Karen Condon  
(printed name of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this, 23<sup>rd</sup> day of May, 2024, by Karen Condon

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

Heather Anstett

NOTARY PUBLIC

My Commission Expires:

State of Florida at large



(Notary Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke Bogart & Brownell 181 Crawford Blvd Boca Raton, FL 33432	CONTACT NAME: Dawn Lasky	FAX (A/C, No): (561) 750-9134
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: dlasky@bbbins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 211 Palm Beach/Treasure Coast, Inc. 415 Gator Drive, Inc. 415 Gator Dr Lake Worth, FL 33462	INSURER A: Berkshire Hathaway Speciality Ins	A0747
	INSURER B: Technology Insurance Company Inc.	42376
	INSURER C: Scottsdale Indemnity Company	A1054
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: HIPPA \$100K/EBL \$1m	Y	Y	47SPK14954409	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			47SPK14954409	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4441826	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers- Insured Person & Organization \$7500 retention			EK13481720	06/30/2024	06/30/2025	Per Occurrence 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured and Waiver of Subrogation in favor of Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees, and agents with respect to General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

### CERTIFICATE HOLDER

### CANCELLATION

Palm Beach County Board of County Commissioners 810 Datura Street West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 