PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 2/15/11 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department:

Submitted By: Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. **EXECUTIVE BRIEF**

MOTION AND TITLE: Staff recommends motion to approve: A) Waiver of prohibited relationship for Michele Carter and Thomas Bell of Gulfstream Goodwill Industries, Inc., who serve as advisory board members on the Homeless Advisory Board; B) A Grant Adjustment Notice from the Florida Department of Law Enforcement (FDLE) to extend the expiration date from September 30, 2010 to June 30, 2011 and (C) The 1st Amendment to the Interlocal Agreement (R2010-0925), dated June 8, 2010 with Gulfstream Goodwill Industries Inc. The 1st amendment will extend the Interlocal Agreement from September 30, 2010 to June 30, 2011 for \$60,000.

SUMMARY: Michele Carter and Thomas Bell are employees of Gulfstream Goodwill Industries, Inc. and are also members of the Palm Beach County Homeless Advisory Board. Per the County's Code of Ethics, this may be perceived as a prohibited relationship and Ms. Carter and Mr. Bell are disclosing this and requesting a waiver under the requirements of the Code. Staff recommends approval of the waiver. Palm Beach County has received a direct award of \$1,246,822 as part of the FY2009 American Recovery and Reinvestment Act - Justice Assistance Grant (JAG): Local Solicitation. This award was received and filed by the Board of County Commissioners on October 6, 2009 as R2009-1700. Gulfstream Goodwill Industries Inc. is working to bridge a large gap in services in the Glades. Gulfstream Goodwill Industries Inc. proposes intensive case management and job development services to ex-offenders returning from the County Jail and from the State Department of Corrections. There is no match requirement for the Byrne Grant. Countywide (GB)

BACKGROUND: Gulfstream Goodwill Industries, Inc. was selected by the Criminal Justice Commission to provide case management and employment services in the Glades for ex-offenders returning from County Jail and the Florida Department of Corrections. Gulfstream Goodwill Industries, Inc. has been a major service provider working in the area of reentry in West Palm Beach, Gramercy Village, and Delray Beach since 2006.

Re-entry services in the Glades were identified as an area with a gap in services in a 2008 study called the "Palm Beach County Re-Entry Assessment Study." This report highlighted reentry services offered throughout the county and also exposed the geographic gaps in services. Palm Beach County's Criminal Justice Commission has convened a Task Force on this topic since 2008. Recently, the CJC signed a letter of memorandum with the State Department of Corrections to open a re-entry facility in Palm Beach County. Although nationwide, the number of people incarcerated equals one million, Palm Beach County's Criminal Justice Commission is searching for methods to reduce costs to the tax payer through prevention services such as these.

Attachments:

1. First Amendment to Interlocal Agreement with the Gulfstream Goodwill Industries, Inc.

2. Grant Adjustment Notice from FDLE

RECOMMENDED BY: Lelevelle Wale for Micleael Rodrigues 1/3/1)
DEPARTMENT DIRECTOR (final)

DATE

ASSISTANT COUNTY ADMINISTRATOR

2/2/11 DATE

II. FISCAL IMPACT ANALYSIS

A. F	ive Year Summary o	of Fiscal Impact	:			
Fisc	al Years	2011	2012	2013	2014	2015
-	ital Expenditures rating Costs					
Prog	rnal Revenues ram Income (Count ind Match (County)	y)				
NE	T FISCAL IMPACT	<u>-0-</u>				
	DDITIONAL FTE SITIONS (Cumulativ	e)				4
ls Ite	m included in Curre	ent Budget? Y	es	No		
Budç	get Account No.:	Fund D Object	ept U	nit		
B.	Recommended So	ources of Funds	/Summary of	Fiscal Impac	t:	
Depa	Unexpended grant		010 will be ad	ministratively c	arried forward	,
		III. <u>R</u> I	EVIEW COMM	<u>MENTS</u>		
Α.	OFMB Fiscal and/o	or Contract Devolitional fisco	alimpacto	Comments: ISSOCIATED ISSOCIATED ISSOCIATED	bealt 1)	11/28/11
B. (Legal Sufficiency: Assistant County	31/11 Attorney		This amenda	nent complies with equirements.	
C.	Other Department	Review:				
	Department Direct	Or .	·.			
	Sebarmient Ditect	or Or				

REVISED 9/95 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT, dated this 1st day of October, 2010, to the Agreement (R-2010-0925) of June 8, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the GulfStream Good Will Inc., a not-for-profit corporation authorized to do business within the State of Florida, hereinafter referred to as THE SERVICE PROVIDER.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement of June 8, 2010 under which the SERVICE PROVIDE, agrees to provide "reentry" services, as more specifically set forth in the Scope of Work as detailed in "Exhibit A" of said agreement and in accordance with the Palm Beach County Reentry strategic plan.

WHEREAS, the COUNTY has agreed to provide support to the SERVICE PROVIDER for reentry and case management services to clients in the Glades area who have been released from either the Palm Beach County Jail or the Florida Department of Corrections which shall be located in an area accessible to clients and under the direction of the Manager of Goodwill Industries, Inc; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional hine months, until June 30, 2011; and

WHEREAS, the COUNTY agrees to reimburse THE SERVICE PROVIDER from the Criminal Justice Commission's Special Revenue Fund.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the COUNTY and SERVICE PROVIDER INC, agree as follows:

- 1. The term of the Agreement is amended to provide that the Agreement shall continue until June 30, 2011.
- 2. The SERVICE PROVIDER agrees to provide, in writing, to the COUNTY written monthly progress/activities reports of the reentry and case management efforts.
- 3. The SERVICE PROVIDER and the COUNTY shall designate one person from each organization to meet on a monthly basis to evaluate the progress of the REENTRY initiative. If for any reason, the COUNTY is not satisfied with the progress of the REENTRY initiative, the SERVICE PROVIDER, INC. agrees to resolve the progress/performance issue(s) within thirty (30) days of the date of such written notice by the COUNTY to the SERVICE PROVIDER.
- 4. The SERVICE PROVIDER shall bill the COUNTY on a monthly basis at the end of each month for eligible expenses. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll registers, paid receipts, copies of checks, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. Invoices to the COUNTY shall include a reference to this Amendment and the

Attachment #1

original Agreement, identify the project and identify the amount due and payable to the SERVICE PROVIDER. Invoices received from the SERVICE PROVIDER will be reviewed and approved by the COUNTY's CJC Executive Director, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the Palm Beach County Clerk & Comptroller Finance Division.

- 5. Notwithstanding the foregoing, the parties agree to act in good faith in resolving any disputes as it relates to the SERVICE PROVIDER's "reentry" efforts.
- 6. Pursuant to Ordinance No.2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyist in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended. All the terms and conditions of the Agreement of June 8, 2010 as amended, are hereby confirmed and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51., this Fourth Amendment shall not take effect until executed by the SERVICE PROVIDER and COUNTY.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 1st Amendment on behalf of the COUNTY and GOODWILL INDUSTRIES, INC. has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
Ву:	B
Deputy Clerk	By: Karen T. Marcus
en e	Chair
	Ondi
BY: GulfStream Goodwill Industries, Inc.,	
Marin a. Dance	
Chief Executive Officer	
	Witnesses:
with the second	Repen he Wale
APPROVED AS TO FORM	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS
Trout oo! (lotelife!	AND CONDITIONS
Ву:	By:
County Attorney	Criminal Justice Commission
	Evecutive Director

CI	ien	t#•	70	557

GULFSGOO

CODUC	ER ER	CERITI	CATE OF LIA	The state of the s			DATE (MM/DD/YYYY 05/21/2010	
ornre	eich/NIA			ONLY AN	TIFICATE IS ISSU	ED AS A MATTER OF INI RIGHTS UPON THE CERT	ORMATION	
	Belvedere Ro 300, East To			HOLDER.	THIS CERTIFICAT	TE DOES NOT AMEND, E FORDED BY THE POLICE	YTEND OR	
	Palm Beach,	FL 33406	•	INSURERS	AFFORDING COV	ERAGE	NAIC#	
URED		nam Candudii I.				emnity Insuranc	18058	
	4715 T	eam Goodwill Inc ffany Drive East	lustries, Inc.		lorida Hospitali		10699	
					INSURER C: American International Insuranc			
	West F	alm Beach, FL 3	3407	INSURER O:			32220	
VEE	RAGES			INSURER E:				
HE F	POLICIES OF INS	URANCE LISTED BELCERM OR CONDITION	OW HAVE BEEN ISSUED TO THE INC OF ANY CONTRACT OR OTHER DO	SURED NAMED ABO	OVE FOR THE POLIC	Y PERIOD INDICATED, NOTV	VITHSTANDING	
OLIC IADD	IES. AGGREGAT	E LIMITS SHOWN MA) BY THE POLICIES DESCRIBED HE Y HAVE BEEN REDUCED BY PAID O	CLAIMS.	O ALL THE TERMS,	EXCLUSIONS AND CONDITIC	ONS OF SUCH	
INSF		FINSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION () DATE (MM/DD/YYY)	LIMIT	s	
	GENERAL LIAB		PHPK510072	12/28/2009	12/28/2010	EACH OCCURRENCE	s1,000,000	
		TAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (En occurrence)	\$300,000	
	CLAIR	AS MADE X OCCUR			ŀ	MED EXP (Any one person)	\$15,000	
		 				PERSONAL & ADV INJURY	\$1,000,000	
	<u> </u>					GENERAL AGGREGATE	s3,000,000	
		ATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	s3.000.000	
<u> </u>	POLICY	JECT LOC						
	X ANY AUTO	is to the	PHPK510072	12/28/2009	12/28/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNE SCHEDULI X HIRED AU	ED AUTOS				BODILY INJURY (Per person)	\$	
	X HIRED AU X NON-OWN	****				BODILY INJURY (Per accident)	\$	
-	GARAGE LIASI	mv.			:	PROPERTY DAMAGE (Per accident)	\$	
	ANY AUTO		,	1		AUTO ONLY - EA ACCIDENT	\$	
l						OTHER THAN EA ACC	\$	
	EXCESS / UMB	RELLA LIABILITY	PHUB259493			AUTO ONLY: AGG	\$	
	OCCUR	CLAIMS MADE	F100259493	12/28/2009	12/28/2010	EACH OCCURRENCE	s1,000,000	
ļ		L				AGGREGATE	\$1,000,000	
	DEDUCTIB	·	la in the state of	1			\$	
	V			K			\$	
wo	RKERS COMPENS		W(C20C000ADD 40CC)		· · · · · · · · · · · · · · · · · · ·		S	
EM	PLOYERS' LIABILI	ry .	WC30600202342009	06/12/2009	06/12/2010	X WC STATU- OTH- TORY LIMITS ER		
OF	PROPRIETOR/PARTNER/EXECUTIVE YIN (ICER/MEMBER EXCLUDED? N				i i	E.L. EACH ACCIDENT	s500,000	
If ve	es, describe under				1	E.L. DISEASE - EA EMPLOYEE	s500,000	
ОП	ECIAL PROVISIONS HER Professions	weled w	DUDICEAGOZO	·		E.L. DISEASE - POLICY LIMIT		
			PHPK510072	12/28/2009	12/28/2010	\$1000000 Occurren		
Pre	operty		875710508030	05/04/0000	0.0000000000000000000000000000000000000	\$1000000 Aggregate		
RIP	TION OF OPERATIO	ONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY ENDOR	05/31/2009	05/31/2010	\$30724176TIV/\$100) Ded	
ristr	cate Holder Is	s Auditional Instit	ed with a CG 2026 Addition	al Insured - De	signated Person	a oż		
Jair	ization enno	sement, or its eq	uivalent, to the Commercial	l General Liabil	ity The Additio	nal Incured		
i Oi s	sement Shan	read Paim Beach	County Board of County C	ommissioners	a Political Sub	divicion of the State		
	ida, its Citic	ris, Employees a	na Agents. The SERVICE P	ROVIDER shall	provide the Ad	ditional incured		
ors	sements cov	erage on a primai	y basis.		Provide BIE AU	and one moureu		
	ICATE HOLDE			CALICEL	TOU 10 -			
				CANCELLA		ays for Non-Payment		
	Palm B	each County Boa	rd of			BED POLICIES BE CANCELLED E		
			ru yı.		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN			
West Palm Reach El 22404				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
	iical [weavil, FL 3.	zay I	AUTHORIZED R	VES. EPRESENTATIVE		·	
				Lucion	VERNINE	·		
ORI	25 (2009/01)	1 of 2 #64	340982/M790385			CORD CORPORATION.		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: Palm Beach County Board of Commissioners

TITLE OF PROJECT: BELLE GLADE WEED AND SEED/GOOD WILL OFFENDER RE-ENTRY PROJECT

GRANT NUMBER: 2010-JAGC-PALM-7-4X-242 ADJUSTMENT NUMBER: 1

NATURE OF ADJUSTMENT: GrtPerExt

TO SUBGRANTEE:

Pursuant to your request of 07/19/2010 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Authorized Official Date
Clayton H. Wilder
Administrator

The grant period is extended through June 30, 2011.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Attachment #2