



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | 2011              | 2012  | 2013  | 2014  | 2015  |
|------------------------------------------------|-------------------|-------|-------|-------|-------|
| Capital Expenditures                           | _____             | _____ | _____ | _____ | _____ |
| Operating Costs                                | _____             | _____ | _____ | _____ | _____ |
| External Revenues                              | _____             | _____ | _____ | _____ | _____ |
| Program Income (County)                        | _____             | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                         | _____             | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                       | <u><u>-0-</u></u> | _____ | _____ | _____ | _____ |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____             | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_  
Object \_\_\_\_\_

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

Unexpended grant funds from FY 2010 will be administratively carried forward.

**Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

*There is no additional fiscal impact associated with this item.*

*[Signature]*  
OFMB *1/25/2011*

*[Signature]*  
Contract Dev. and Control *1/28/11*  
*G. Jones 1/26/11*

**B. Legal Sufficiency:**

*[Signature]*  
Assistant County Attorney *1/31/11*

**This amendment complies with our review requirements.**

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT, dated this 1<sup>st</sup> 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 PROVIDER 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 nine 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

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:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus  
Chair

BY: GulfStream Goodwill Industries, Inc.,

Marvin A. Jensen  
Chief Executive Officer

Witnesses:  
Richard M. Wallin

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Criminal Justice Commission  
Executive Director

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2010

**PRODUCER**  
Kornreich/NIA  
1601 Belvedere Road  
Suite 300, East Tower  
West Palm Beach, FL 33406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Gulfstream Goodwill Industries, Inc.  
1715 Tiffany Drive East  
West Palm Beach, FL 33407


| INSURERS AFFORDING COVERAGE |                                 | NAIC # |
|-----------------------------|---------------------------------|--------|
| INSURER A:                  | Philadelphia Indemnity Insuranc | 18058  |
| INSURER B:                  | Florida Hospitality Mutual      | 10699  |
| INSURER C:                  | American International Insuranc | 32220  |
| INSURER D:                  |                                 |        |
| INSURER E:                  |                                 |        |

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                 | POLICY NUMBER    | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A              |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                        | PHPK510072       | 12/28/2009                         | 12/28/2010                          | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000 |
| A              |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><br><b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO | PHPK510072       | 12/28/2009                         | 12/28/2010                          | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$ |
| A              |       | <b>EXCESS / UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10000                                                                                                                                                             | PHUB259493       | 12/28/2009                         | 12/28/2010                          | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$<br>\$<br>\$                                                                                                                                                              |
| B              |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under SPECIAL PROVISIONS below                                                                                           | WC30600202342009 | 06/12/2009                         | 06/12/2010                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                           |
| A              |       | <b>OTHER Professional</b>                                                                                                                                                                                                                                                                                                                         | PHPK510072       | 12/28/2009                         | 12/28/2010                          | \$1000000 Occurrence                                                                                                                                                                                                                |
| C              |       | <b>Property</b>                                                                                                                                                                                                                                                                                                                                   | 875710508030     | 05/31/2009                         | 05/31/2010                          | \$1000000 Aggregate<br>\$30724176TIV/\$1000 Ded                                                                                                                                                                                     |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate holder is Additional Insured with a CG-2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.

| CERTIFICATE HOLDER                                                                                | CANCELLATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Palm Beach County Board of County Commissioners<br>810 Datura Street<br>West Palm Beach, FL 33401 | <b>10 Days for Non-Payment</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN 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 REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE:<br> |

## 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 alter 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:

Clayton H. Wilder  
Authorized Official  
Clayton H. Wilder  
Administrator

8-26-10  
Date

The grant period is extended through June 30, 2011.

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

Attachment #2