

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u> <i>* See below</i>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

~~*~~ No fiscal impact.

C. Departmental Fiscal Review: _____ *Wm 12-1-11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

No fiscal impact as leasee is responsible for improvements and cost

OFMB *[Signature]* 12/8/11
12/7/11

Contract Development and Control *[Signature]* 12/15/11
12-15-11 B. Sheehan

B. Legal Sufficiency:

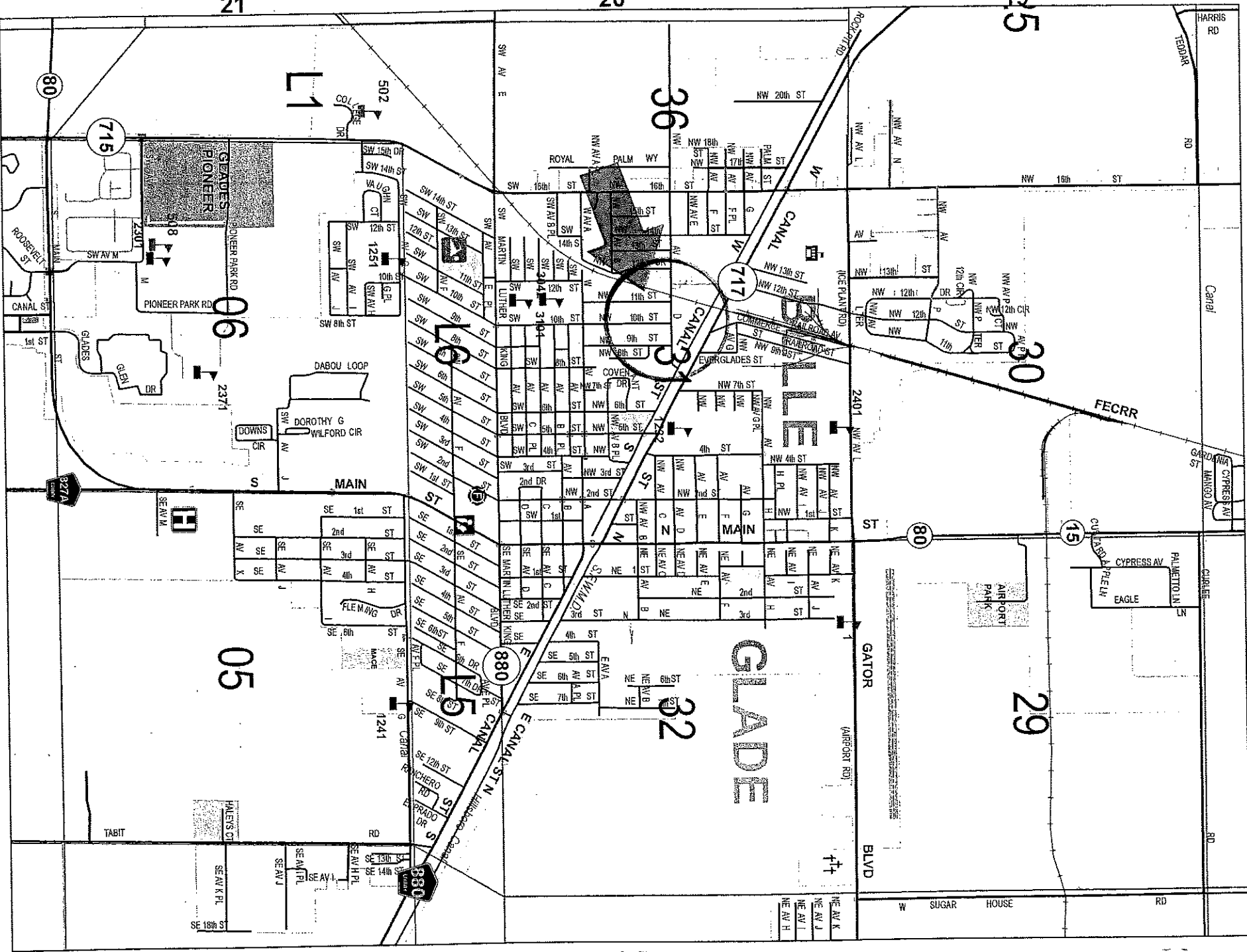
[Signature] 12/16/11
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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



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See pg 150

NN

LOCATION MAP



AMENDMENT NUMBER THREE TO LEASE AGREEMENT

THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT (the "Third Amendment") is made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("Lessor") and **THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC.**, a Florida not-for-profit corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Western Palm Beach County Mental Health Clinic, Inc., the original Lessee, entered into a Lease Agreement dated February 5, 1985 (R85-177) (the "Lease"), for a ninety-nine (99) year lease of the real property described in Exhibit "A" attached thereto, which Lease was amended by Amendment Number One to the Lease Agreement approved on June 24, 1986 (R-86-963) and Amendment Number Two to the Lease Agreement approved on June 23, 1987 (R-87-920); and

WHEREAS, Lessor consented to an assignment of the Lease from the original Lessee to Oakwood Center of the Palm Beaches, Inc., on December 6, 2005 (R-2005-2337), and Oakwood Center of the Palm Beaches, Inc., subsequently changed its name to The Jerome Golden Center for Behavioral Health, Inc.; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow Lessee to install three (3) portable buildings and a fence on the leased premises, and to update certain Lease provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.
2. Section 6 of the Lease is hereby modified to provide that the use of the leased premises shall be without discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the leased premises or under this Lease.
3. Section 11 of the Lease is modified by deleting the last sentence in its entirety and adding the following paragraph:

It is the intent of the parties that all such buildings be of CBS or similar type construction. Notwithstanding the preceding, Lessee shall have the right to install three (3) portable buildings as depicted on the aerial attached hereto as Exhibit "B" and made a part hereof, and fencing, provided that Lessee complies with all applicable building codes and zoning regulations for the installation of the portable buildings and fencing including obtaining all necessary permits and inspections from regulatory agencies. Lessee shall be responsible, at its sole cost and expense, for all site work required to support the installation of the portable buildings and fencing, including any required utility connections. Lessee shall submit detailed plans and specifications for installation of the portable buildings and fencing to Lessor for Lessor's written approval prior to commencing work on same. Lessor shall be responsible, at its sole cost and expense, for maintaining the portable buildings and fencing in good repair at all times during the term of the Lease, and removing same if they become damaged beyond repair. At the expiration or earlier termination of the Lease, Lessee shall be responsible, at its sole cost and expense, for removal of any portable buildings and fencing placed on the leased premises, disconnecting any utilities, and grading the land and stabilizing it with sod to return it to the condition it was in prior to the placement of the portable buildings.

In the event Lessee desires to install replacement and/or additional portable buildings and fencing during the term of the Lease, Lessee may request administrative authorization to do so, which authorization may be granted or denied by the County

Administrator or his designee at his/her sole discretion. Installation of replacement or additional portable buildings and fencing shall be subject to all requirements contained herein.

4. Section 16 of the Lease is deleted in its entirety and replaced with the following:

16. ATTORNEYS' FEES:

Should any litigation arise out of this Lease, each party shall be responsible for its own attorneys' fees.

5. Section 27 of the Lease is deleted in its entirety and replaced with the following:

27. NOTICES:

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Lessor at:

Palm Beach County
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

- (b) If to the Lessee at:

The Jerome Golden Center For Behavioral Health, Inc.
Attn: Linda DePiano, Ph.D., Chief Executive Officer
1041 45th Street
West Palm Beach, FL 33407
Telephone 561-383-5711
Fax 561-514-1995

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

6. Lessee represents that simultaneously with Lessee's execution of this Third Amendment, Lessee has executed and delivered to Lessor, the Disclosure of Beneficial Interests attached hereto as Attachment "1" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Lessee. Lessee warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial

interest in the ownership of the Lessee after the date of execution of the Disclosure until the effective date of the Third Amendment, Lessee shall immediately, and in every instance, provide written notification of such change to the Lessor pursuant to Section 27 of this Lease.

7. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
8. Except as set forth herein, the Lease remains unmodified and in full force and effect, and Lessor and Lessee hereby ratify, confirm, and adopt the Lease as amended hereby.
9. This Third Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment as of the day and year first written above.

Signed in the presence of:

LESSEE:
THE JEROME GOLDEN CENTER FOR
BEHAVIORAL HEALTH, INC., a Florida
not-for-profit corporation

WITNESS:

JoAnn Scamorza
Witness Signature

JoAnn Scamorza
Print Witness Name

Patricia A. Priola
Witness Signature

PATRICIA A. PRIOLA
Print Witness Name

By: *Linda Deiano*

Print Name: LINDA DEIANO, PH.D.

Title: CHIEF EXECUTIVE OFFICER

(SEAL)
(corporation not for profit)



ATTEST:

LESSOR:
PALM BEACH COUNTY, a
political subdivision of the State of Florida

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

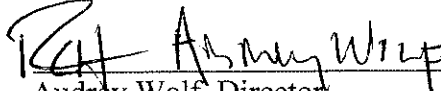
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



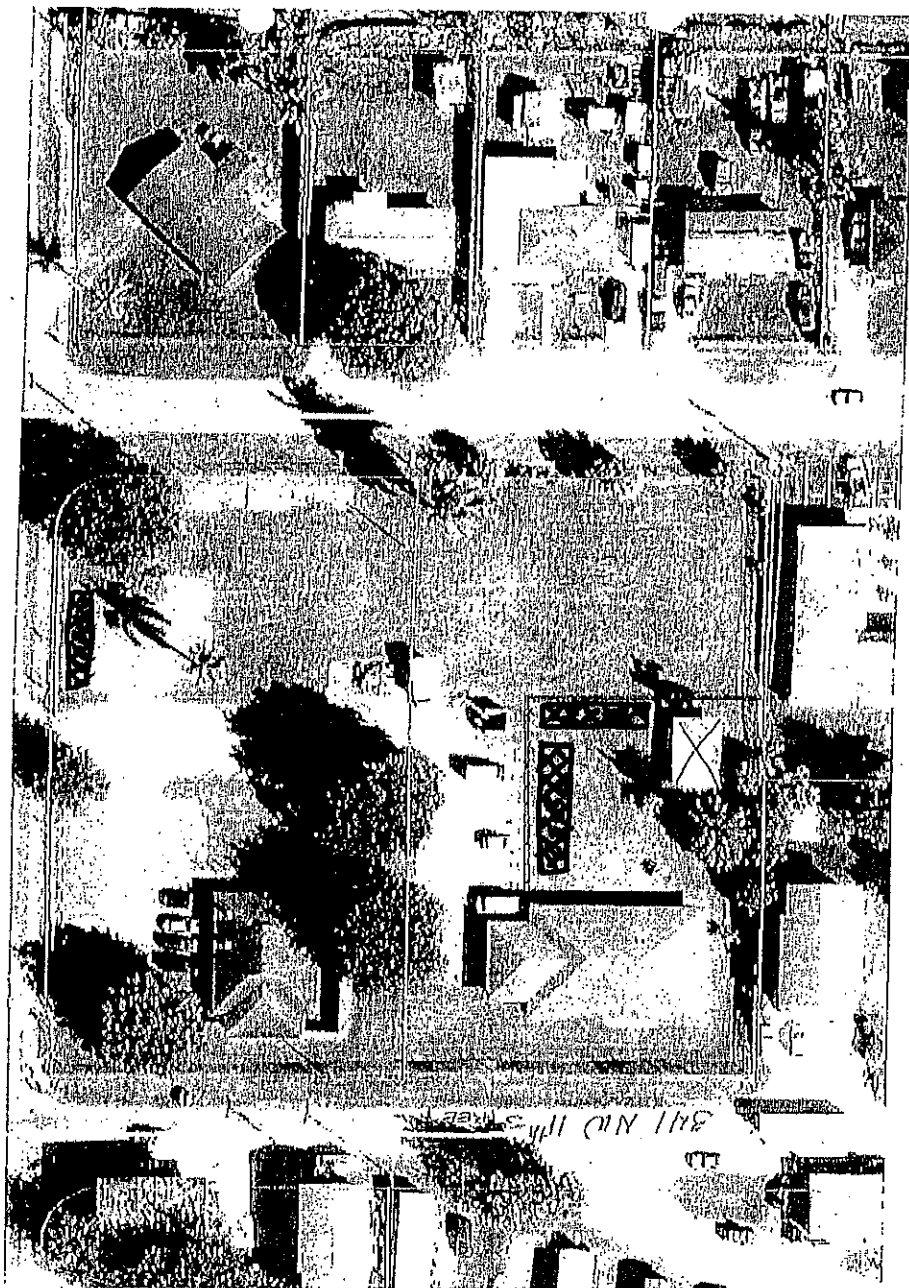
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "B"
to the Lease
AERIAL



Portable Buildings

ATTACHMENT "1"
to the Third Amendment
DISCLOSURE OF BENEFICIAL INTERESTS

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared LINDA DEPIANO, PH.D., hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the CHIEF EXEC. OFFICER (position - i.e. president, partner, trustee) of The Jerome Golden Center For Behavioral Health, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 1041 45th STREET
WEST PALM BEACH, FL
33407

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

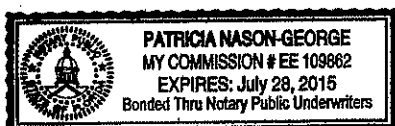
Linda Depiano, Ph.D., Affiant

Print Affiant Name: LINDA DEPIANO, PH.D.

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4th day of NOVEMBER, 2011, by LINDA DEPIANO [✓] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Patricia Nason-George
Notary Public

PATRICIA NASON-GEORGE
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

The legal description of the property involved is:

The North 322 feet of the East one-half (E 1/2) of State Lot 23, Section 31, Township 43 South, Range 37 East, Palm Beach County, Florida, LESS the West 25 feet, the East 30 feet, the North 10 feet, the South 22 feet; and LESS the East 137.54 feet of the West 162.54 feet of the South 156 feet of the North 166 feet of said State Lot.



The above aerial depicts the Tenant's leasehold (a portion of north PCN 04-37-43-31-01-023-0140 and all of south PCN 04-37-43-31-01-023-0010).

Attachment 3 to the Agenda Item



Jerome Golden Center
FOR BEHAVIORAL HEALTH

September 15, 2011

Steven K. Schlamp, Property Specialist
Facilities Development & Operations Department
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Mr. Schlamp,


The Jerome Golden Center for Behavioral Health is requesting approval of an increase in facility square footage and installation of a new fence at the 341 NW 11th Street location which we currently lease from Palm Beach County. Reduction in program revenue by local funding bodies and the sale of other leased property at which the Center currently operates programs require the consolidation of service sites. This consolidation will enable the Center to provide services in the Belle Glade area at the maximum amount possible with available funding.

The Panda residential program will be moved to 341 NW 11th Street requiring additional program space. The increase in space will be accomplished by locating three (3) portable facilities on the leased property. Additional fencing on the vacant land surrounding the existing leased facility would also be installed. The portables will house some of our staff members and provide program space for our clients, as well as provide additional storage space. Attached is an aerial map depicting the proposed location of the portables. Two 12 X 56 portables will be located adjacent to the main facility and within the new fencing. The third portable will be beside the main entrance and will be primarily used by our facilities maintenance staff for storage of material and equipment.

The Belle Glade Building and Zoning Department will allow portables to be placed within the city limits if the structure meets the 125 mile per hour wind load standard and have the proper anchoring, setback and separation between the portables. Our plans for the portable facilities adhere to these Belle Glade Building and Zoning Department standards.

Jerome Golden Center for Behavioral Health, Inc.
(formerly known as Oakwood Center of the Palm Beaches, Inc.)
1011 45th Street, West Palm Beach, FL 33407 • (561) 883-8000
406 S.E. Martin Luther King Jr. Blvd, Belle Glade, FL 33430 • (561) 993-8080

A not-for-profit, Joint Commission Accredited, Community Behavioral Health Care Organization and Hospital

Certified by Nonprofits First 

www.jeromegoldencenter.org

Attachment 3 to the Agenda Item

In order to for us to add these portables to the site, we are asking for a waiver of Section 11 Construction of New Building of the lease which indicates that "..... *It is the intent of the parties that all such buildings (new construction) be of CBS or similar construction and of a permanent nature*". New construction is not an option as funding changes were only made known to us within the last two months and it is not economically viable at this time.

If approval of our request is given, the Center would like to install these items by October 1 or as soon as proper arrangements can be made, which will coincide with the required movement of our staff dictated by funding changes and the sale of the currently leased property sold by the owner.

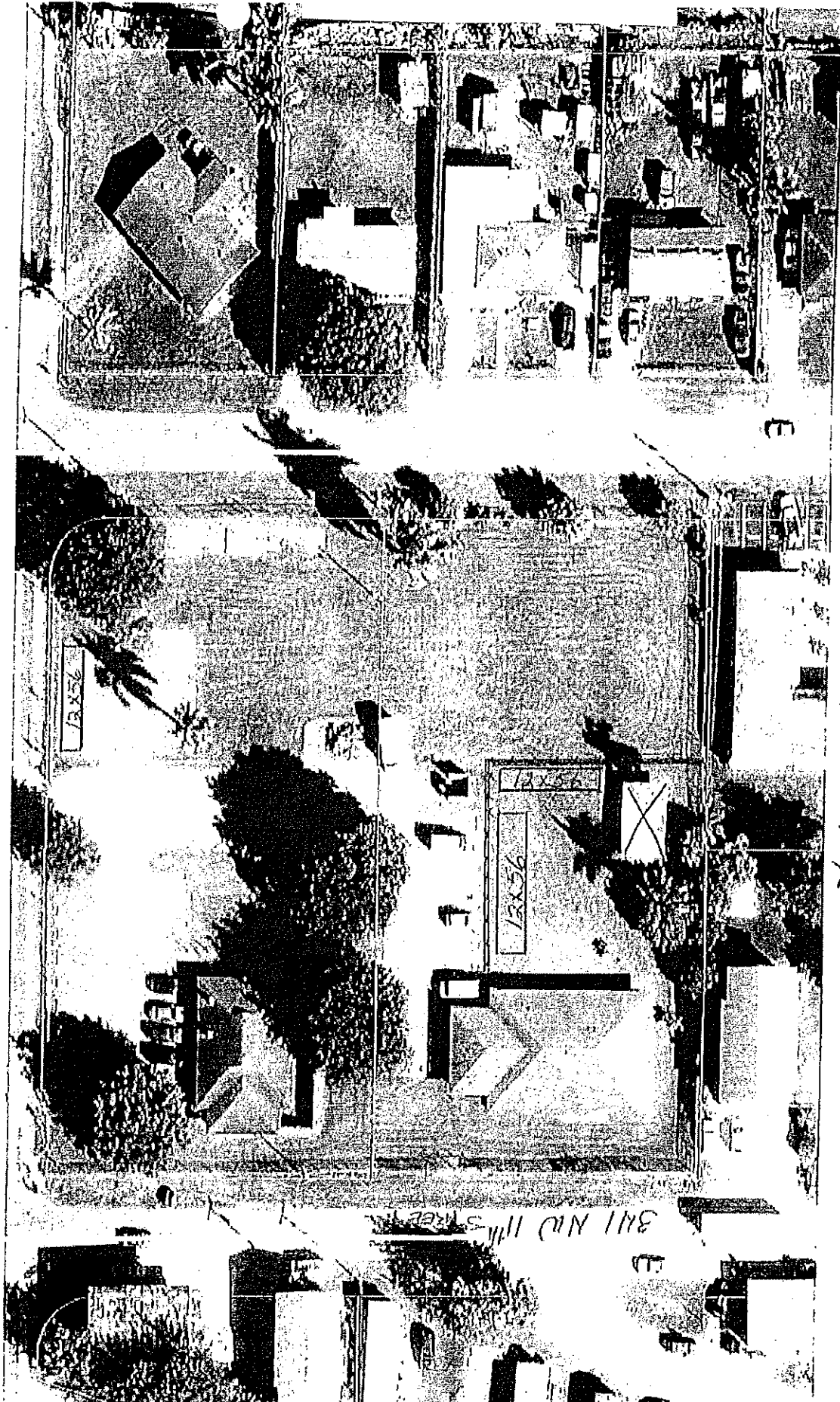
We truly appreciate your review of this request and your understanding of our need for the proposed changes. If you have any questions, please contact me. We look forward to hearing from you.

Sincerely,



Patricia Priola
Chief Financial Officer

Attachment 3 to the Agenda Item



X - temporary tent
Set up for facility
Event (Zedays)

Attachment 3 to the Agenda Item



Jerome Golden Center

FOR BEHAVIORAL HEALTH

October 10, 2011

Mr. Ross Hering, Director
Property & Real Estate Management Division
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RE: R-85-177
R2005-2337

Dear Mr. Hering,

Jerome Golden Center (formerly known as Oakwood Center of the Palm Beaches, Inc.) has been communicating with Mr. Steve Schlamp regarding the placement of three hurricane secured portable units on property The Jerome Golden Center leases from Palm Beach County in Belle Glade. We have been told that the lease must be updated, to include a provision for the placement of the portables as well as other updates, and submitted for approval to the Board of County Commissioners. This approval at best, would be in December. We would like to request permission to place the portables on the site as soon as possible as funding reductions have required the consolidation of services.

Attached is recent communications with Mr. Schlamp regarding the site.

Thank you in advance for your help.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia A. Priola', written over a large, decorative flourish.

Patricia A. Priola
Chief Financial Officer
Phone: (561) 383-5736
ppriola@jeromegoldcenter.org

Jerome Golden Center for Behavioral Health, Inc.
(formerly known as Oakwood Center of the Palm Beaches, Inc.)
1011 45th Street, West Palm Beach, FL 33407 • (561) 383-8000
406 S.E. Martin Luther King Jr. Blvd, Belle Glade, FL 33430 • (561) 993-8080

A not-for-profit, Joint Commission Accredited, Community Behavioral Health Care Organization and Hospital

Certified by Nonprofits First



www.jeromegoldcenter.org

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

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2. Affiant's address is: 1041 45th STREET
WEST PALM BEACH, FL
33407

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

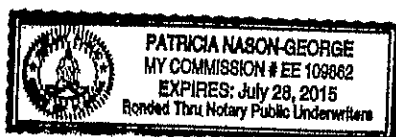
[Signature], Affiant

Print Affiant Name: LINDA DEPIANO, Ph.D.

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4th day of NOVEMBER, 2011, by LINDA DEPIANO:
[] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

[Signature]
Notary Public

PATRICIA NASON-GEORGE
(Print Notary Name)



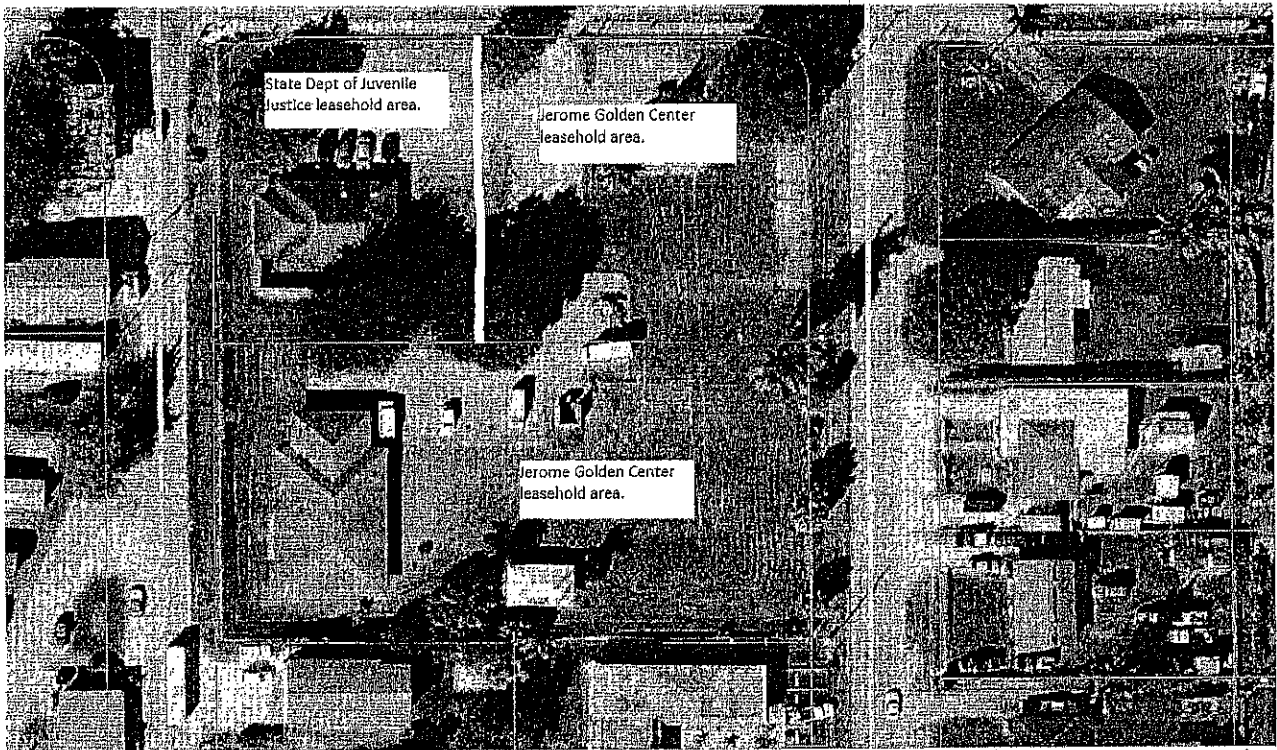
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

The legal description of the property involved is:

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The above aerial depicts the Tenant's leasehold (a portion of north PCN 04-37-43-31-01-023-0140 and all of south PCN 04-37-43-31-01-023-0010).



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LE

DATE (MM/DD/YYYY)
06/29/11

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 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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Julie Young		386-252-9601 386-239-5729	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OAKWO-2	FAX (A/C, No):
INSURED THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC. 1041 45TH ST WEST PALM BEACH, FL 33407		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Mental Health Risk Retention		44237
		INSURER B : Travelers Indemnity Of Amer		25666
		INSURER C : Travelers Cas & Surety Co of		19038
		INSURER D : Scottsdale Ins Co		41297
		INSURER E : FHM		10699
		INSURER F :		

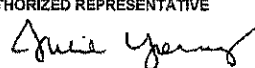
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CCL0001914 \$1MIL/\$3MIL	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 3,000,000
							EMPL BENE \$ 3,000,000
B	AUTOMOBILE LIABILITY			BA8307X606	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> COMP DED \$1,000						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC30600205852011A	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIM EMPL DISHONES			104953086	07/01/11	07/01/12	LIMIT 400,000
D	D & O LIABILITY			OPS0057890	07/01/11	07/01/12	D&O LIMIT 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PALM BEACH COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AGENTS IS LISTED AS AN ADDITIONAL INSURED TO THE GENERAL LIABILITY IN RESPECTS TO LEASE AGREEMENT ASSIGNMENT FROM WESTE.

JUL 05 2011

CERTIFICATE HOLDER PALMB38 PALM BEACH COUNTY C/O PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PKWY WEST PALM BEACH, FL 33411-5605	CANCELLATION 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 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: LE

DATE (MM/DD/YYYY)

06/29/11

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 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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Julie Young	386-252-9601 386-239-5729	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OAKWO-2	FAX (A/C, No):
INSURED THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC. 1041 45TH ST WEST PALM BEACH, FL 33407		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Mental Health Risk Retention	44237
		INSURER B : Travelers Indemnity Of Amer	25666
		INSURER C : Travelers Cas & Surety Co of	19038
		INSURER D : Scottsdale Ins Co	41297
		INSURER E : FHM	10699
		INSURER F :	

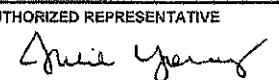
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CCL0001914	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		\$1MIL/\$3MIL	07/01/11	07/01/12	GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
						EMPL BENE \$ 3,000,000
B	AUTOMOBILE LIABILITY		BA8307X606	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> COMP DED \$1,000					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC30600205852011A	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIM EMPL DISHONES		104953086	07/01/11	07/01/12	LIMIT 400,000
D	D & O LIABILITY		OPS0057890	07/01/11	07/01/12	D&O LIMIT 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROFESSIONAL LIABILITY COVERAGE PROVIDES COVERAGE FOR ALL OF THE INSUREDS EMPLOYEES AND EMPLOYED PSYCHIATRISTS WHILE ACTING WITHIN THE SCOPE OF THE DUTIES FOR THE INSURED.

CERTIFICATE HOLDER PALMB25 PALM BEACH COUNTY C/O PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605	CANCELLATION 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 
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OP ID: LE

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
06/30/2011

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

AGENCY Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Julie Young		PHONE (A/C, No, Ext): 386-252-9601	COMPANY Scottsdale Ins Co	
FAX (A/C, No): 386-239-5729	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: OAKWO-2		LOAN NUMBER PALM BCH CNTY		POLICY NUMBER OPS0057890
INSURED THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC 1041 45TH ST WEST PALM BEACH, FL 33407		EFFECTIVE DATE 07/01/11	EXPIRATION DATE 07/01/12	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION SEE ATTACHED SCHEDULE OF LOCS

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
TOTAL INSURED VALUES ALL LOCATIONS PER SCHEDULE	19,852,062	\$2,500
-BUILDINGS \$13,784,472		
-PERSONAL PROPERTY INCL EDP EQUIPMENT \$3,580,472		
-BUSINESS INCOME COVERAGE \$2,465,000		
-FENCES \$16,000		
-SIGNS \$6,000		
-SPECIAL RISK COVERAGE INCLUDING THEFT		
-REPLACEMENT COST COVERAGE		
-WINDSTORM & HAIL COVERAGE EXCLUDED		
-TERRORISM COVERAGE INCLUDED		
-EQUIPMENT BREAKDOWN COVERAGE INCLUDED		

REMARKS (Including Special Conditions)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS PALM BEACH COUNTY PROPERTY & REAL ESTATE MGMT 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	RECEIVED
LOAN #	AUTHORIZED REPRESENTATIVE <i>Julie Young</i> JUL 05 2011	

The Jerome Golden Center for Behavioral Health, Inc.

No.	Street Address	City	State	Zip Code	Building	Personal Property	Fences	Signs	Business Income	Total TIV
4/1	4333 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$395,776	\$96,700	\$9,000		\$30,000	\$531,476
4/2	4333 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$123,609	Included	Included		Included	\$123,609
4/3	4333 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$123,609	Included	Included		Included	\$123,609
4/4	4333 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$447,022	Included	Included		Included	\$477,022
4/5	4333 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$393,038	Included	Included		Included	\$393,038
5	4393 WINDSOR AVE	WEST PALM BEACH	FL	33407	\$1,240,370	\$89,755			\$30,000	\$1,360,125
6	301-335 27TH ST	WEST PALM BEACH	FL	33407	\$450,000	\$27,720			\$20,000	\$497,720
7	2935 AUSTRALIAN AVE	WEST PALM BEACH	FL	33407	\$200,000	\$51,560			\$20,000	\$271,560
8/1	300 27TH ST	WEST PALM BEACH	FL	33407	\$135,654	\$117,740			\$20,000	\$273,394
8/2	300 27TH ST	WEST PALM BEACH	FL	33407	\$98,439	\$10,000				\$108,439
8/3	300 27TH ST	WEST PALM BEACH	FL	33407	32,000	6,000				38,000
9	808-816 NW AVE D	BELLE GLADE	FL	33430	\$700,000	\$780,000				\$1,480,000
10	816-824 NW AVE D	BELLE GLADE	FL	33430	\$700,000	\$44,000				\$744,000
11	341 NW 11TH ST	BELLE GLADE	FL	33430	\$400,000	\$35,000				\$435,000
12	408 SE MARTIN LUTHER KING BLVD	BELLE GLADE	FL	33430	\$800,000	\$384,500				\$1,184,500



CERTIFICATE
(If Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH Corporation, a corporation organized and existing in good standing under the laws of the State of FLORIDA hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 29th day of SEPTEMBER, 2005, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that LINDA DE PIANO, Ph.D., the CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

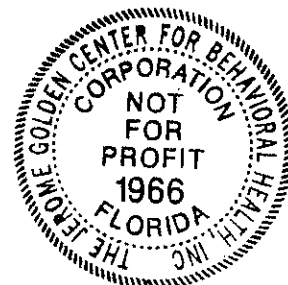
(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 4th day of NOVEMBER, 2011.

Paul Blonfriddo
(Signature)

PAUL BLONFRIDDO
(Print Signatory's name)
Its Secretary

(CORPORATE SEAL) OR
(SEAL) (corporation not for profit)



SWORN TO AND SUBSCRIBED before me this 4th day of NOVEMBER, 2011, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

Patricia Nason-George
Notary Signature

PATRICIA NASON-GEORGE
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



OAKWOOD CENTER OF THE PALM BEACHES, INC.
MINUTES OF THE BOARD OF DIRECTORS MEETING
 September 29, 2005

MEMBERS PRESENT:

Joe Orr, Ph.D., Chairman
 Marty Cohen, Bob Critton, Jim DeLonga, Alice Moore, Ph.D., Terry Morton,
 Zeke Palmer, Richard Wilson, Maria del Wise

STAFF PRESENT:

Linda De Piano, Ph.D.
 Pat Priola
 Dr. Rajpara
 JoAnn Scamorza

MEMBERS ABSENT:

Ann Brown, Barbara Golden, Ph.D., Nancy Graham, Steve Wiesen

<u>AGENDA</u>	<u>DELIBERATIONS</u>	<u>FORMAL BOARD ACTION</u>	<u>STEPS TO BE TAKEN</u>
I. Roll Call	With a quorum present, the meeting was called to order by Dr. Orr at 6:10 p.m.	None.	None.
II. Approval of September 1 Minutes	With no corrections or additions, Dr. Orr asked for a motion to approve the minutes.	Motion to approve the minutes was made by Jim DeLonga, seconded by Zeke Palmer and unanimously approved.	None.
III. <i>Redacted</i>	<hr/>	<hr/>	<hr/>

<u>AGENDA</u>	<u>DELIBERATIONS</u>	<u>FORMAL BOARD ACTION</u>	<u>STEPS TO BE TAKEN</u>
<ul style="list-style-type: none"> • Healthy Solutions Resource Center Update/Documents 	<p>Redacted</p> <p>Redacted</p> <p>Dr. De Piano discussed a summary detailing the transactions between Oakwood Center and HSRC involving the lease of the real property upon which HSRC conducts its business, the purchase of certain assets related to use of the premises, and the option to purchase all of the real property.</p> <p>Dr. De Piano discussed Item No. 1 - Lease of Real Property in detail. She discussed how the initial lease term is for six months and that a portion of the premises are subject to a ground lease with the County and may not be assigned without the County's consent. Marty Cohen asked to defer the vote until Item No. 2 - Purchase of Assets was discussed but the motion had already carried.</p> <p>Dr. De Piano discussed Item No. 3</p>	<p>—</p> <p>Redacted</p> <p>*</p> <p>Motion to authorize Dr. De Piano to sign the Lease of Real Property was made by Terry Morton, seconded by Jim DeLonga. Motion was approved with one abstention from Marty Cohen. Marty Cohen stated he voted against it for the moment until Item 2 was discussed.</p>	<p>—</p> <p>—</p>

<u>AGENDA</u>	<u>DELIBERATIONS</u>	<u>FORMAL BOARD ACTION</u>	<u>STEPS TO BE TAKEN</u>
	<p>Dr. De Piano discussed Item No. 2 -</p> <p>Redacted</p>	<p>Redacted</p> <p>* Motion to authorize the Chief Executive Officer to sign all documents related to Items 1, 3 and 2 was made by Jim DeLonga, seconded by Marty Cohen and unanimously approved.</p>	<p>—</p>
<p>Redacted</p>	<p>Redacted</p>	<p>Redacted</p>	<p>—</p>

<u>AGENDA</u>	<u>DELIBERATIONS</u>	<u>FORMAL BOARD ACTION</u>	<u>STEPS TO BE TAKEN</u>
IX. Adjournment	With no further business to conduct, the meeting was adjourned at 7:32 p.m.	Motion to adjourn was made by Jim DeLonga, seconded by Marty Cohen and unanimously approved.	None.

2011 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 712033

**FILED
Mar 29, 2011
Secretary of State**

Entity Name: THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC.

Current Principal Place of Business:

1041-45TH STREET
WEST PALM BEACH, FL 33407 US

New Principal Place of Business:

Current Mailing Address:

1041-45TH STREET
WEST PALM BEACH, FL 33407 US

New Mailing Address:

FEI Number: 59-1171320 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

HAYGOOD, MICHAEL
1551 FORUM PL STE 4B
WEST PALM BEACH, FL 334023183 US

Name and Address of New Registered Agent:

HAYGOOD, MICHAEL
1551 FORUM PL STE 400B
WEST PALM BEACH, FL 33401 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date: 03/29/2011
Electronic Signature of Registered Agent

OFFICERS AND DIRECTORS:

Title: C
Name: GOLDEN, BARBARA E PH.D.
Address: 3341 MONET DRIVE
City-St-Zip: PALM BEACH GARDENS, FL 33410 US

Title: VC
Name: WILSON, RICHARD H
Address: 5097 VICTORIA CIRCLE
City-St-Zip: WEST PALM BEACH,, FL 33409 US

Title: S
Name: GIONFRIDDO, PAUL
Address: 705 SOUTH PALMWAY
City-St-Zip: LAKE WORTH, FL 33480 US

Title: T
Name: MORTON, TERRY L
Address: P.O. BOX 347
City-St-Zip: WEST PALM BEACH, FL 33402 US

Title: D
Name: BAKER, DAVID
Address: 340 ROYAL POINCIANA WAY, SUITE 321
City-St-Zip: PALM BEACH, FL 33480 US

Title: D
Name: WIESEN, STEVEN R
Address: 21500 SOUTHERN BLVD
City-St-Zip: LOXAHATCHEE, FL 33470 US

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BARBARA GOLDEN, PH.D. C 03/29/2011
Electronic Signature of Signing Officer or Director Date



Jerome Golden Center
FOR BEHAVIORAL HEALTH

Resiliency / Recovery / Reintegration



[ABOUT](#) [SERVICES](#) [MISSION & VALUES](#) [AGENCY INFORMATION](#) [FUNDING & ACCREDITATIONS](#) [JOBS](#) [HOW CAN I HELP](#) [BOARD](#)

Board

Chief Executive Officer..... Linda De Piano, Ph.D.

The Board of Directors:

Chairman..... Barbara E. Golden, Ph.D.

Vice Chairman..... Richard H. Wilson, Jr., CTFA

Secretary..... Paul Gionfriddo

Treasurer..... Terry L. Morton, Jr., CPA
Immediate Past Chair

Members..... Nancy Rossi

James C. DeLonga

Ezekiel K. Palmer

Terri Calsetta

Elayne Rosen

David H. Baker, Esq.

Member at Large
Steven R. Wiesen

Emeritus Board
Robert D. Critton, Jr., Esq.
Alice Moore, Ph.D.



Linda De Piano, Ph.D.

The Jerome Golden Center for Behavioral Health, Inc. is a member of the following:

- Florida Council for Community Mental Health
- Florida Council for Behavioral Healthcare
- Florida Partners in Crisis
- Palm Beach County Criminal Justice, Mental Health, Substance Abuse Planning Council
- Mental Health Corporation of America
- National Council for Community Behavioral Healthcare
- Palm Beach County Behavioral Health Care Network
- Palm Beach County Veterans Coalition

Main Campus
1041 45th Street
West Palm Beach, Florida 33407
561.383.8000

Glades Services
406-408 SE Martin Luther King, Jr. Blvd.
Belle Glade, Florida 33430
561.993.8080

[Location](#) | [Contact Us](#) | [Privacy Practice](#)