# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

| Meeting Date: <u>1/13/15</u> | [X] Consent   | [ ] Regular        |
|------------------------------|---------------|--------------------|
| Domosto cut.                 | [ ] Ordinance | [ ] Public Hearing |

Department:

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

## I. <u>EXECUTIVE BRIEF</u>

## MOTION AND TITLE: Staff recommends motion to Receive and File:

**A)** Amendments to the following contracts for ex-offender reentry services extending the expiration period from September 30, 2014 to September 30, 2015 and adjusting the total contract amounts:

 First Contract Amendment to R2014-0319 – City of Riviera Beach (Community) increasing funding by \$62,402 for a total not to exceed \$145,802;

2. First Contract Amendment to R2014-0318 - City of Riviera Beach (RESTORE) increasing funding by \$132,350 for a total not to exceed \$264,700;

3. First Contract Amendment to R2014-0315 – Gulfstream Goodwill Industries (Community) increasing funding by \$110,932 for a total not to exceed \$235,919;

 First Contract Amendment to R2014-0314 - Gulfstream Goodwill Industries (RESTORE) increasing funding by \$140,000 for a total not to exceed \$278,579;

5. First Contract Amendment to R2014-0317 - Public Defender's Office (Community) increasing funding by \$44,451 for a total not to exceed \$143,533;

6. First Contract Amendment to R2014-0316 - Public Defender's Office (RESTORE) increasing funding by \$164,550 for a total not to exceed \$329,100;

7. Second Contract Amendment to R2014-0313 - The Lord's Place, Inc. (Community) increasing funding by \$113,098 for a total not to exceed \$265,132;

8. Second Contract Amendment to R2014-0312 - The Lord's Place, Inc. (RESTORE) increasing funding by \$265,000 for a total not to exceed \$526,378; and

9. First Contract Amendment to R2014-0633 – Law Enforcement Exchange increasing funding by \$50,000 for a total not to exceed \$150,000.

B) An executed agreement with RTI International for data transfer of reentry client data.

**SUMMARY:** The contract amendments change the individual contract amounts as mentioned above and extend the contract periods from September 30, 2014 to September 30, 2015. These documents have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Executive Director of the Criminal Justice Commission (CJC) in accordance with Resolution R2014-1836 and are now being submitted to the Board to receive and file. <a href="Countywide">Countywide</a> (JB)

**BACKGROUND AND JUSTIFICATION:** The Criminal Justice Commission (CJC) receives Department of Justice grants. The grant programs allow local governments to support a broad range of criminal justice activities to prevent and control crime based on local needs and conditions. In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item.

#### Attachments:

- 1. First Contract Amendment to R2014-0319 City of Riviera Beach (Community)
- 2. First Contract Amendment to R2014-0318- City of Riviera Beach (RESTORE)
- 3. First Contract Amendment to R2014-0315 Gulfstream Goodwill Industries (Community)
- 4. First Contract Amendment to R2014-0314 Gulfstream Goodwill Industries (RESTORE)
- 5. First Contract Amendment to R2014-0317 Public Defender's Office (Community)
- 6. First Contract Amendment to R2014-0316 Public Defender's Office (RESTORE)
- 7. Second Contract Amendment to R2014-0313 The Lord's Place, Inc. (Community)
- 8. Second Contract Amendment to R2014-0312 The Lord's Place, Inc. (RESTORE)
- First Contract Amendment to R2014-0633 Law Enforcement Exchange
   Data Transfer Agreement with RT/ International

| RECOMMENDED BY: // / / / / / / / / / / / / / / / / / | 12/24/14 |
|--|----------|
| DEPARTMENT DIRECTOR                                  | DATE     |
| APPROVED BY: DO BY BY                                | 1/8/15   |
| ASSISTANT COUNTY ADMINISTRATOR                       | DATE     |

## **II. FISCAL IMPACT ANALYSIS**

| A. Five Year Summary of Fi  | scal Impact:                   |                           |  |   |                     |
|---|--------------------------------|---------------------------|--|---|---------------------|
| Fiscal Year   | 2015                           | 2016                      | 2017   | 2018  | 2019                |
| Capital Expenditures Operating Costs External Revenues County Match In-Kind Match | \$1,082,783<br>\$1,082,783<br> |                           |  |   |                     |
| NET FISCAL IMPACT   | -0-                            |                           | - Control of the Cont | Marine de la companya del companya de la companya del companya de la companya de |                     |
| POSITIONS (Cumulative)  | 0                              |                           |  |   |                     |
| Is Item In adopted budget?  | Yes X                          | <u>-</u>                  | No   | _   |                     |
| Budget Account No: Fund   | <u>1507.1500</u>               | <b>Dept.</b> <u>762,7</u> | <u>′67</u> Unit <u>∨</u>   | ar. Object_   | -                   |
| B. Recommended Sources  | Of Funds/Sur                   | nmary of Fisc             | cal Impact:  |   |                     |
| C. Departmental Fiscal Revi   | ew:                            |                           |  | _   |                     |
|   | III. <u>REVI</u>               | EW COMME                  | NTS  |   |                     |
| A. OFMB Fiscal And/Or Con   | tract Develop                  | oment and Co              | ontrol Comme   | ents:   |                     |
| OFMB BOOK IN 12/30/14  B. Legal Sufficiency:                                      | 12/30/14                       | Contr                     | act Developm   | Jacob of ment & Contro  | 1) <i>&amp;</i> //5 |
| b. Legal Sumciency:   |                                |                           |  |   |                     |
| Assistant County Attorney   |                                | -                         |  |   |                     |

REVISED 9/95 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

# CONTRACT REINSTATING AND AMENDING EXPIRED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR COMMUNITY REENTRY

THIS CONTRACT ("First Amendment to ILA" or "First Amendment") made this day of October 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY) whose Federal ID No. is 59-6000417, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, reinstates and amends the Original Interlocal Agreement (hereinafter "Original Agreement" R-2014-0319) dated January 7, 2014, and filed on March 11, 2014.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the CITY, entered the Original Agreement (R-2014-0319) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$83,400; and

WHEREAS, the CITY's responsibilities under the Original Agreement are to provide exoffender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

WHEREAS, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$62,402; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

WHEREAS, the parties mutually desire to reinstate and amend the terms of the Original Agreement entered on January 7, 2014 and filed on March 11, 2014.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

I. Original Agreement entered on January 7, 2014 and filed on March 11, 2014 with an expiration date of September 30, 2014, is REINSTATED in its entirety and extended until September 30, 2015 (as referenced in Section 2 - Term of Contract in Original Agreement).

- II. Section 1 (Services Scope of Work), referencing the CITY's responsibilities and the term of the Original Agreement as referenced in Exhibit "A" to the Original Agreement is amended, as reflected in the attached Exhibit "AA-01." Exhibit "A" to the Original Agreement will be replaced in its entirety by Exhibit "AA-01" attached hereto.
- III. Section 3 (Payments to the City) is amended to increase the original contract price from \$83,400 by \$62,402, for a new total contract price not to exceed the amount of \$145,802, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Agreement will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Agreement and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$145,802).
- V. The parties also agree to amend the Original Agreement to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Section 11 Nondiscrimination:

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VI. All other provisions of the Original Agreement (R-2014-0319) not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Agreement dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment to ILA on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

Thomas A. Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Michael L. Rodriguez, Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Craig \$patara

Manager, Criminal Justice Programs **Criminal Justice Commission** 

### **SCOPE OF WORK**

Interlocal Agreement between Palm Beach County and the City of Riviera Beach.

Effective Date: October 1, 2013 - September 30, 2015

## **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created a strategic plan with a goal of reducing recidivism by 50% over 5 years for ex-offenders returning from the Florida Department of Corrections or the Palm Beach County Jail. To this end, The City of Riviera Beach, shall be responsible to provide services primarily to those exoffenders returning to the northern region of Palm Beach County.

## Services to be Provided by the City

The City of Riviera Beach shall be responsible to:

- Provide staff who will provide case management for Ex-Offenders returning to the northern region of Palm Beach County through the Florida Department of Corrections.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make staff available for all meetings, trainings and events as scheduled by the CJC.
- Follow RESTORE policies & procedures, as may be amended from time to time.

## **Evaluation/Data Collection**

The City of Riviera Beach will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The City of Riviera Beach will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

#### **BUDGET WORKSHEET**

| A. PERSONNEL: Salaries and Benefits   |           |
|---------------------------------------|-----------|
| 1. Case Managers                      | \$107,953 |
|                                       |           |
|                                       |           |
|                                       |           |
|                                       |           |
| SUB-TOTAL PER                         | SONNEL    |
| · · · · · · · · · · · · · · · · · · · |           |
| B. OPERATIONAL EXPENSES               |           |
| 1. Mileage and Conferences            | \$1,529   |
| 2. Ex-offender Support Services       | \$18,000  |
| 3. Office Supplies                    | \$3,070   |
| 4. Rent                               | \$10,000  |
| 5. Web-Site                           | \$750     |
| 6. Copier                             | \$3,000   |
| 7. Marketing                          | \$1,500   |
| SUB-TOTAL OPE                         |           |
| C. CAPITAL EXPENDITURES               |           |
| SUB-TOTAL CAP                         | TAL ((i   |
|                                       |           |
| <u>TOTALS</u>                         |           |
| A. PERSONNEL: Salaries and Benefits   | \$107,953 |
| B. OPERATIONAL EXPENSES               | \$37,849  |
| C. CAPITAL EXPENDITURES               | \$0       |
| TOTAL PROJECT                         | BUDGET    |

## RESOLUTION NO. 106-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, **APPROVING** THIS CONTRACT FLORIDA, REINSTATING AND AMENDING THE EXPIRED **AGREEMENT** BETWEEN INTERLOCAL BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING AMOUNT OF \$145,802 FOR THE OF **SERVICES:** REENTRY CONTINUATION AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT: AND **PROVIDING** FOR AN EFFECTIVE DATE.

**WHEREAS,** the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the ClTY, entered the Original Agreement (R-2014-0319) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$83,400; and

**WHEREAS,** the CITY's responsibilities under the Original Agreement are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

**WHEREAS**, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$62,402; and

**WHEREAS**, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

WHEREAS, the parties mutually desire to reinstate and amend the terms of the Original Agreement entered on January 7, 2014 and filed on March 11, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the contract reinstating and amending the expired Interlocal Agreement between the City of

## RESOLUTION NO. <u>106-14</u> PAGE 2

Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

**SECTION 2**. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

Revenues
JSC Revenue

\$145,802

<u>Expenditures</u> Personnel Operational/Expenses

\$107,953 \$37,849

Total \$ 145,802

**SECTION 3.** This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this <u>1ST</u> day of <u>october</u>, 2014

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| RESOLUTION NO. <u>106-14</u><br>PAGE 3                                    |   |
|---|---|
| THOMAS A. MASTERS MAYOR  CARRIE E. WARD MASTER MUNICIPAL CLERK CITY CLERK | DAWN S. PARDO CHAIR PRO TEM  BRUCE A. GUYTON COUNCILPERSON  CEDRICK A. THOMAS COUNCILPERSON |
| MOTIONED BY: C. THOMAS  SECONDED BY: D. PARDO                             |   |
|   |   |

PAMALA H. RYAN, B.C.S.

CITY ATTORNEY

DATE: 10 11 14

J. DAVIS

D. PARDO

**B. GUYTON** 

C. THOMAS

T. DAVIS

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# CONTRACT REINSTATING AND AMENDING EXPIRED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE RESTORE INITIATIVE

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the CITY, entered the Original Agreement (R-2014-0318) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$132,350; and

WHEREAS, the CITY's responsibilities under the Original Agreement are to provide exoffender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

WHEREAS, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$132,350; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

WHEREAS, the parties mutually desire to reinstate and amend the terms of the Original Agreement entered on January 7, 2014 and filed on March 11, 2014.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

I. Original Agreement entered on January 7, 2014 and filed on March 11, 2014 with an expiration date of September 30, 2014, is REINSTATED in its entirety and extended until September 30, 2015 (as referenced in Section 2 - Term of Contract in Original Agreement).

- II. Section 1 (Services Scope of Work), referencing the CITY's responsibilities and the term of the Original Agreement as referenced in Exhibit "A" to the Original Agreement is amended, as reflected in the attached Exhibit "AA-01." Exhibit "A" to the Original Agreement will be replaced in its entirety by Exhibit "AA-01" attached hereto.
- III. Section 3 (Payments to the City) is amended to increase the original contract price from \$132,350 by \$132,350, for a new total contract price not to exceed the amount of \$264,700, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Agreement will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Agreement and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$264,700).
- V. The parties also agree to amend the Original Agreement to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Section 11 Nondiscrimination:
  - The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
- VI. All other provisions of the Original Agreement (R-2014-0318) not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Agreement dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment to ILA on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

By: Mayor Mayor Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney

By: City Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Michael L. Rodriguez, Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Craig Spatara

Manager, Criminal Justice Programs
Criminal Justice Commission

## **SCOPE OF WORK**

Interlocal Agreement between Palm Beach County and the City of Riviera Beach.

Effective Date: October 1, 2013 - September 30, 2015

## **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end, The City of Riviera Beach shall be responsible to provide services primarily to those ex-offenders returning to the northern region of Palm Beach County.

## Services to be Provided by the City

The City of Riviera Beach shall be responsible to:

- Provide staff who will provide case management and administrative support and case management for Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make staff available for all meetings, trainings and events as scheduled by the CJC.
- Follow RESTORE policies & procedures, as may be amended from time to time.

## **Evaluation/Data Collection**

The City of Riviera Beach will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The City of Riviera Beach will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

### **BUDGET WORKSHEET**

| \$134,862 |
|-----------|
| \$98,800  |
| \$13,125  |
|           |
| \$ 740,45 |
|           |
| \$813     |
| \$13,200  |
| \$2,400   |
| \$1,500   |
|           |
|           |
|           |
|           |
|           |
| \$246,787 |
| \$17,913  |
| \$0       |
|           |
|           |

## RESOLUTION NO. 107-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, **REINSTATING** CONTRACT **APPROVING** AMENDING EXPIRED THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$264,700 FOR THE CONTINUATION OF REGIONAL AND STATE TRANSITIONAL OFFENDER RESTORE INITIATIVE; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the CITY, entered the Original Agreement (R-2014-0318) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$132,350; and

WHEREAS, the CITY's responsibilities under the Original Agreement are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

WHEREAS, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$132,350; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the contract reinstating and amending expired Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

## RESOLUTION NO. 107-14 PAGE 2

**SECTION 2**. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

Revenues
JSC Revenue

\$264,700

<u>Expenditures</u> Personnel & Fringe Benefits Operational Expenses

\$ 246,787 \$17,913 \$264,700

Total

**SECTION 3.** This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this <u>1ST</u> day of <u>OCTOBER</u>, 2014.

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| RESOLUTION NO. PAGE 3   | 107-14    |  |
|---|-----------|--|
| THOMAS A. MASTE MAYOR  CARRIE E. WARD MASTER MUNICIPACITY CLERK |           | JUDY L. DAVIS CHAIRPERSON  DAWN S. PARDO CHAIR PRO TEM  BRUCE A. GUYTON COUNCILPERSON  TERENCE D. DAVIS COUNCILPERSON  CEDRICK A. THOMAS COUNCILPERSON |
| MOTIONED BY:  | C. THOMAS |  |
| SECONDED BY:  | D. PARDO  |  |
| J. DAVIS  | AYE       |  |
| D. PARDO  | _AYE      | REVIEWED AS TO LEGAL SUFFICIENCY   |
| B. GUYTON   | _AYE      | Jamala H. Ry   |
| T. DAVIS  | AYE       | PAMALA H. RYAN, B.C.S. CITY ATTORNEY   |
| C. THOMAS   | AYE       | DATE: 10114  |
|   |           |  |

## FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND GULFSTREAM GOODWILL INDUSTRIES, INC. FOR COMMUNITY REENTRY

THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND GULFSTREAM GOODWILL INDUSTRIES, INC. FOR COMMUNITY REENTRY ("First Amendment") originally entered on January 7, 2014, and filed on March 11, 2014, ("Original Contract" – R-2014-0315) is made as of this 22 day of 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and GULFSTREAM GOODWILL INDUSTRIES, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 59-1197040.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and Service Provider, entered the Original Contract on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$124,987; and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Article 1 (Services – Scope of Work) of the Original Contract and more fully outlined in the "Scope of Work" marked as Exhibit "A" to the Original Agreement; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Article 2 (Term of Contract) of the Original Contract, requiring an amendment to the Budget referenced in Article 3 (Payments to the Service Provider), said Budget marked as Exhibit "B" in the Original Contract, increasing the contract price by an amount not to exceed \$110,932 and authorizing adjustments in the line item budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, and enter into this First Amendment as follows:

- I. Article 2 (Term of Contract) of the Original Agreement is amended by extending the expiration date from September 30, 2014 until September 30, 2015.
- II. Article 1 (Services Scope of Work), referencing the Service Provider's responsibilities and the term of the original contract as referenced in Exhibit "A" to the Original Contract is amended, as reflected Exhibit "AA-01" attached hereto. Exhibit "AA-01" attached hereto.

#### First Amendment

- III. Article 3 (Payments to the Service Provider) is amended to increase the Original Contract price from \$124,987 with an additional \$110,932, for a new total contract price not to exceed the amount of \$235,919, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Contract and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$235,919).
- V. The parties further agree to amend the Original Contract, to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Article 22 Nondiscrimination:
  - The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
- VI. All other provisions of the Original Contract not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

**SERVICE PROVIDER:** 

Gulfstream Goodwill Industries, Inc.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Marvin Tanck
President and CEO

Michael L. Rodriguez Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorne

APPROVED AS TO TERMS AND CONDITIONS

By: \_/ Craig Spatara

Manager of Criminal Justice Programs

**Criminal Justice Commission** 

### **SCOPE OF WORK**

Scope of Work - Contract between Palm Beach County and Gulfstream Goodwill Industries, Inc.

Effective Date: October 1, 2013 - September 30, 2015

## **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created a strategic plan with a goal of reducing recidivism by 50% over 5 years for ex-offenders returning from the Florida Department of Corrections or the Palm Beach County Jail. To this end, Gulfstream Goodwill Industries, Inc., shall be responsible to provide services primarily to those ex-offenders returning to the northern region of Palm Beach County.

### **Services**

Gulfstream Goodwill Industries, Inc. shall be responsible to:

- Provide staff to facilitate reentry services and provide case management for Ex-Offenders returning to the northern region of Palm Beach County through the local jail.
- Screen each potential client with the LSI-r Risk/Needs Assessment to determine program eligibility. Only those clients classified as "Moderate" or "High" risk may be served by these funds.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make reentry staff available for meetings, trainings or events at CJC Staff discretion.
- Follow Portal of Entry policies & procedures, as may be amended from time to time.

## **Evaluation/Data Collection**

Gulfstream Goodwill Industries, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

Gulfstream Goodwill Industries, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

## **BUDGET WORKSHEET**

| _  |                       |           |
|--|-----------------------|-----------|
| A. PERSONNEL: Salaries and Benefits                |                       |           |
| 1. Director  |                       | \$30,000  |
| 2. Case Managers                                   |                       | \$156,738 |
| 3. Accounting                                      |                       | \$4,000   |
|  |                       |           |
|  |                       |           |
|  | SUB-TOTAL PERSONNEL   | \$190,738 |
|  |                       |           |
|  |                       |           |
| B. OPERATIONAL EXPENSES                            |                       |           |
| 1. Travel- Local Mileage, training and conferences |                       | \$4,642   |
| 2. Communication                                   |                       | \$1,436   |
| 3. Support Services                                |                       | \$39,103  |
|  |                       |           |
|  |                       |           |
|  |                       |           |
|  | SUB-TOTAL OPERATIONAL | \$45,181  |
|  |                       |           |
|  |                       |           |
| C. CAPITAL EXPENDITURES                            |                       |           |
|  |                       | ***       |
|  | SUB-TOTAL CAPITAL     | \$0       |
|  |                       |           |
|  |                       |           |
|  |                       |           |
| TOTALS   |                       |           |
| A. PERSONNEL: Salaries and Benefits                |                       | \$190,738 |
| B. OPERATIONAL EXPENSES                            |                       | \$45,181  |
| C. CAPITAL EXPENDITURES                            |                       | \$0       |
|  |                       |           |
|  | TOTAL PROJECT BUDGET  | \$235,919 |

GULFSGOODW2

Client#: 14253 CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 6/03/2014

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(les) 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

| IMPORT                | Ant. II the continue at the contain policies may require an en   | dorsement. A statement  |                |
|-----------------------|--|---|----------------|
| the term<br>certifica | and conditions of the policy, certain policies may require an enter the holder in lieu of such endorsement(s). | TAGUTACT with a second Tubbe  | 705-7046       |
| PRODUCER              | McLennan Agency LLC  | PHONE (A/C, No): 561-209-1690 (A/C, No): 5501                         | 33-10-10       |
| 1601 Bei              | vedere Road  | E-MAIL<br>ADDRESS: rtubbs@mma-fl.com<br>INSURER(S) AFFORDING COVERAGE | NAIC#          |
| Suite 300, East Tower |  | Philadelphia Indemnity Insuranc                                       | 18058<br>25011 |
|                       | im Beach, i c 00400  | INSURER B : Wesco Insurance Company                                   | 200.           |
| INSURED               | Guifstream Goodwill Industries, Inc.   | INSURER C:  |                |
|                       | 1715 Tiffeny Drive East  | INSURER D :   | <del> </del>   |
|                       | West Palm Beach, FL 33407  |   |                |
|                       | TO ATE NUMBER  | REVISION NUMBER:  | CV PERIOD      |
|                       |  |   |                |

| COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES PERIOD  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE DOCUMENT WITH RESPECT TO WHICH THIS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS,  INDICATED. NOTWITHSTANDING ANY PERIOD. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. |  |              |  |                      |                |  |                         |
|--|--|--------------|--|----------------------|----------------|--|-------------------------|
| COVE   | RAGES CENT   | OF INSU      | RANCE LISTED BELOW HAVE BEE            | CONTRACT OR          | OTHER DOC      | UMENT WITH RESPECT                           | LD MHICH THIS           |
| THIS   | I IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RECTIFICATE MAY BE ISSUED OR MAY POLICIES OF SUCH | UIREMEN      | NT, TERM OR CONDITION OF ANT           | THE POLICIES         | DESCRIBED H    | EREIN IS SUBJECT TO A                        | LL INE ICIONO,          |
| CER  | CATED. NOTWITHSTANDING ANT NE<br>TIFICATE MAY BE ISSUED OR MAY P<br>LUSIONS AND CONDITIONS OF SUCH             | ERTAIN,      | HE INSURANCE AT TO THE BEI             | -14 45000000 -       | Y PAID CLAIN   | AS.  |                         |
| EXC  |  |              |  | 44440000000          | MINITED TYPYY  |  |                         |
| SR<br>TR   | TYPE OF INSURANCE  | ADDL SUB     | PULICY NUMBER                          | 12/28/2013           | 12/28/2014     | EACH OCCURRENCE                              | \$1,000,000             |
| A  | ENERAL LIABILITY   |              | PHPK960457A                            | 1220,2010            |                | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$1,000,000             |
| <b>"</b>   | X COMMERCIAL GENERAL LIABILITY   | 1            | <b>\</b>                               | 1 1                  | r              | MED EXP (Any one person)                     | s 15,000                |
| ŀ  | <del>-   -  </del>   |              |  | 1                    |                | PERSONAL & ADV INJURY                        | \$1,000,000             |
| -  | CLAIMS-MADE X OCCUR  |              |  | 1                    |                |  | \$3,000,000             |
| L  |  | 1            |  | 1                    |                | GENERAL AGGREGATE                            | \$3,000,000             |
| L  |  | l l          |  |                      |                | PRODUCTS - COMP/OP AGG                       | \$                      |
| Γ  | GEN'L AGGREGATE LIMIT APPLIES PER:   |              |  | 1                    |                | COMBINED SINGLE LIMIT                        |                         |
| ſ  | POLICY PRO- LOC  | <del></del>  |  | 12/28/2013           | 12/28/2014     | (Fa accident)                                | <sub>\$</sub> 1,000,000 |
| A  | AUTOMOBILE LIABILITY   |              | PHPK960457A                            |                      | <b>\</b>       | BODILY INJURY (Per person)                   | \$                      |
| ^ ⊦  | X ANY AUTO   | 1 1          | \                                      | 1                    |                | BODILY INJURY (Per accident)                 | \$                      |
| -  | ALL OWNED SCHEDULED  | 1            |  |                      |                | PROPERTY DAMAGE                              | \$                      |
| 1  | AUTOS AUTOS NON-OWNED  |              | ļ                                      | İ                    | 1              | (Per accident)                               | \$                      |
| 1  | X HIRED AUTOS AUTOS  | 1 1          |  |                      |                |  | s4,000,000              |
|  |  | <del> </del> | PHUB406624A                            | 12/28/2013           | 12/28/2014     |  | \$4,000,000             |
| A  | UMBRELLA LIAB X OCCUR  | 1 1          | PHOD40002W1                            |                      |                | AGGREGATE                                    | <del> </del>            |
|  | X EXCESS LIAB CLAIMS-MAD   | 1            |  |                      |                | Tors or a Till Tors                          | \$                      |
|  | DED X RETENTION \$10,000   | 1            |  | 06/01/2013           | 09/01/201      | X WC STATU- OTHER                            | 1 222 222               |
| В  | WORKERS COMPENSATION   | .            | WPP11007920013042                      | 00,011244            |                | EL FACH ACCIDENT                             | \$1,000,000             |
| _  | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N                           | 3            | 1                                      | ľ                    | }              | E.L. DISEASE - EA EMPLOYE                    | E \$1,000,000           |
|  | OFFICERMEMBER EXCLUDED? [N<br>(Mandatory in NH)  | 1            | <b>†</b>                               |                      |                | E.L. DISEASE - POLICY LIMIT                  | s1,000,000              |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below   |              |  | 40/00/004            | 3 12/28/201    |  | urrenc                  |
| <u> </u>   | Professional Liab  | $\top$       | PHPK960457A                            | 12/28/201            | 3 12/20/201    | \$3,000,000 Aggreg                           | ate                     |
| A  | PLOIG22101191 F190   |              |  | 1                    | 1              |  |                         |
| l  | 1  |              |  |                      |                |  |                         |
| <u></u>  | WE CANDER WE   | ACLES (At    | tech ACORD 101, Additional Remarks Sch | edule, if more space | e is required) | t or germit                                  |                         |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  Certificate Holder is included as Additional Insured as required by written contract, agreement or permit  |  |              |  |                      |                |  |                         |
| Ce   | rtificate Holder is included as A<br>lited to the General Liability cov  | erade        | Juvenile Justice Program               |                      |                |  |                         |
| lim  | lited to the General Liability co-   |              | -                                      |                      |                |  |                         |
| 1  |  |              |  |                      |                |  |                         |
| 1  |  |              |  |                      |                |  |                         |

|  | CANCELLATION   |
|--|--|
| PRC Board of County  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Commissioners, Criminal Justice<br>Commission<br>Att: Becky Walker | AUTHORIZED REPRESENTATIVE  |
| 301 N. Olive Avenue #1001 West Palm Beach. FL. 33401               | © 1988-2010 ACORD CORPORATION. All rights reserved.  |
|  | A CORD   |

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**FWRXT** 

Client#: 14253

**GULFSGOODW2** 

ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2014

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(les) 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)

| the terms and conditions of the policy               |   |                |
|--|---|----------------|
| certificate holder in lieu of such endorsement(s).   | CONTACT Rosemarie Tubbs PHONE - 561-209-1690 (AC, No): 866-79 | 35-7046        |
| PRODUCER Marsh & McLennan Agency LLC                 | (A/C, No, Ext): 00 1 20 mm2-fl com                            |                |
| 1601 Belvedere Road                                  | MISURER(S) AFFORDING COVERAGE                                 | NAIC#          |
| Suite 300, East Tower West Paim Beach, FL 33406      | Philadelphia Indemnity insuranc                               | 18058<br>25011 |
|  | INSURER B: Wesco Insurance Company                            |                |
| Gulfstream Goodwill Industries, Inc.                 | INSURER C:  |                |
| 1715 Tiffany Drive East<br>West Palm Beach, FL 33407 | INSURER D:  |                |
| YYEST FAIIII DEACH, 12 55                            | NAURER F  | <del></del>    |
|  | REVISION NUMBER:  |                |

| REVISION NUMBER: |  |                         |                   |                            |              |  |                      |
|------------------|--|-------------------------|-------------------|----------------------------|--------------|--|----------------------|
| cov              | CEPTIFICATE NUMBER:  |                         |                   |                            |              |  |                      |
|                  | COVERAGES  CERTIFICATE 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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS INDICATED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.  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. |                         |                   |                            |              |  |                      |
| EX               | CLUSIONS AND CONDITIONS OF SUCH  | POLIC                   |                   | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP   | LIMITS                                       |                      |
| NSR<br>LTR       | TYPE OF INSURANCE  | INSR Y                  | POLICY NUMBER     |                            |              | EACH OCCURRENCE                              | \$1,000,000          |
| A                | GENERAL LIABILITY  | 1 1                     | PHPK960457A       | 12/20/2013                 |              | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | s1,000,000           |
|                  | X COMMERCIAL GENERAL LIABILITY   |                         |                   | 1                          |              | MED EXP (Any one person)                     | \$15,000             |
|                  | CLAIMS-MADE X OCCUR  | 1 1                     |                   |                            | ļ            |  | s 1,000,000          |
|                  |  | .]                      |                   |                            |              | GENERAL AGGREGATE                            | \$3,000,000          |
|                  |  | -                       |                   |                            | Ţ            | PRODUCTS - COMPIOP AGG                       | \$3,000,000          |
|                  | GEN'L AGGREGATE LIMIT APPLIES PER:   |                         |                   |                            | ŀ            |  | \$                   |
|                  | POLICY PRO-<br>JECT LOC  |                         |                   | 12/28/2013                 | 12/28/2014   | COMBINED SINGLE LIMIT<br>(Ea accident)       | \$1,000,000          |
| A                | AUTOMOBILE LIABILITY   |                         | PHPK960457A       | 12/20/2010                 |              | BODILY INJURY (Per person)                   | \$                   |
|                  | X ANY AUTO   | 1                       |                   | l l                        |              | BODILY INJURY (Per accident)                 | \$                   |
| Ì                | ALL OWNED SCHEDULED AUTOS  | 1                       |                   |                            |              | PROPERTY DAMAGE (Per accident)               | \$                   |
|                  | X HIRED AUTOS X AUTOS  |                         |                   |                            |              | <u> </u>                                     | \$                   |
| ļ                |  | $\downarrow \downarrow$ |                   | 12/28/2013                 | 12/28/2014   | EACH OCCURRENCE                              | \$4,000,000          |
| A                | UMBRELLA LIAB X OCCUR  |                         | PHUB406624A       | 12/20/2010                 | ,_,_,        | AGGREGATE                                    | \$ <b>4</b> ,000,000 |
| 1                | X EXCESS LIAB CLAIMS-MAI   | Σ                       | 1                 |                            |              |  | \$                   |
|                  | DED X RETENTION \$10,000   |                         |                   | 06/01/2013                 | 09/01/2014   | X WC STATU- OTH-                             |                      |
| В                | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY   | M                       | WPP11007920013042 | 00/01/2010                 |              | F.L. EACH ACCIDENT                           | s1,000,000           |
|                  | ANY PROPRIETOR/PARTNER/EXECUTIVE<br>OFFICER/MEMBER EXCLUDED?   | ĤΙ                      |                   |                            |              | E.L. DISEASE - EA EMPLOYES                   | s1,000,000           |
|                  | (Mandatory in NH)  | -                       |                   |                            |              | E.L. DISEASE - POLICY LIMIT                  | \$1,000,000          |
|                  | If yes, describe under<br>DESCRIPTION OF OPERATIONS below  |                         | DUDY060457A       | 12/28/2013                 | 12/28/2014   | \$1,000,000 Ea Occi                          | irrenc               |
| A                | Professional Liab  |                         | PHPK960457A       |                            |              | \$3,000,000 Aggrega                          | ate                  |
| 1                |  |                         |                   |                            | in cognicad) |  |                      |
| DE               | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  |                         |                   |                            |              |  |                      |

Re: Community Reentry Contract

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is added as Additional Insured for General Liability coverage only with respect to work performed by or on behalf of the Named Insured.

Professional Liability is written on an Occurrence Basis

|       |  | CANCELLATION   |
|-------|--|--|
| CERTI | Palm Beach County c/o Michael L Rodriguez, Exec Dir      | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|       | Criminal Justice Commission 301<br>N Olive Ave, Ste 1001 | AUTHORIZED REPRESENTATIVE  |
|       | West Palm Beach, FL 33401                                | © 1988-2010 ACORD CORPORATION. All rights reserved.  |

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**FWRXT** 

## FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND GULFSTREAM GOODWILL INDUSTRIES, INC. FOR THE RESTORE INITIATIVE

THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND GULFSTREAM GOODWILL INDUSTRIES, INC. FOR COMMUNITY REENTRY ("First Amendment") originally entered on January 7, 2014 and filed on March 11, 2014, ("Original Contract" – R-2014-0314) is made as of this day of 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and GULFSTREAM GOODWILL INDUSTRIES, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 59-1197040.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and Service Provider, entered the Original Contract on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$138,579; and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Article 1 (Services – Scope of Work) of the Original Contract and more fully outlined in the "Scope of Work" marked as Exhibit "A" to the Original Agreement; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Article 2 (Term of Contract) of the Original Contract, requiring an amendment to the Budget referenced in Article 3 (Payments to the Service Provider), said Budget marked as Exhibit "B" in the Original Contract, increasing the contract price by an amount not to exceed \$140,000 and authorizing adjustments in the line item budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, and enter into this First Amendment as follows:

- I. Article 2 (Term of Contract) of the Original Agreement is amended by extending the expiration date from September 30, 2014 until September 30, 2015.
- II. Article 1 (Services Scope of Work), referencing the Service Provider's responsibilities and the term of the original contract as referenced in Exhibit "A" to the Original Contract is amended, as reflected in Exhibit "AA-01" attached hereto. Exhibit "A" to the Original Contract will be replaced in its entirety by Exhibit "AA-01" attached hereto.

- III. Article 3 (Payments to the Service Provider) is amended to increase the Original Contract price from \$138,579 with an additional \$140,000, for a new total contract price not to exceed the amount of \$278,579, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Contract and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$278,579).
- V. The parties further agree to amend the Original Contract, to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Article 22 Nondiscrimination:
  - The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
- VI. All other provisions of the Original Contract not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

**SERVICE PROVIDER:** 

Gulfstream Goodwill Industries, Inc.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

Marvin Tanck

President and CEO

By: Michael L. Rodriguez

Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Manager of Criminal Justice Programs

Criminal Justice Commission

## **SCOPE OF WORK**

Scope of Work - Contract between Palm Beach County and Gulfstream Goodwill Industries, Inc.

Effective Date: October 1, 2013 - September 30, 2015

## **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end, Gulfstream Goodwill Industries, Inc. shall be responsible to provide services primarily to those ex-offenders returning to the central region of Palm Beach County.

## **Services**

Gulfstream Goodwill Industries, Inc. shall be responsible to:

- Provide staff to facilitate reentry services and provide administrative support, job development, case management for Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make RESTORE staff available for meetings, trainings or events at CJC staff's discretion.
- Provide documentation showing \$29,999 matching dollars to the project.
- Follow RESTORE policies & procedures, as may be amended from time to time.

## **Evaluation/Data Collection**

Gulfstream Goodwill Industries, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

Gulfstream Goodwill Industries, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

### **BUDGET WORKSHEET**

| A. PERSONNEL: Salaries and Benefits             |                       |                    |
|---|-----------------------|--------------------|
| 1. Director                                     |                       | \$30,000           |
| 2. Program Manager                              |                       | \$98,990           |
| 3. Job Developer                                |                       | \$78,121           |
|   | SUB-TOTAL PERSONNEL   | \$207,111          |
| B. OPERATIONAL EXPENSES                         |                       | ¢c 220             |
| Travel- Local Mileage, training and conferences |                       | \$6,228<br>\$2,400 |
| 2. Communication                                |                       | \$62,245           |
| 3. Support Services                             |                       | \$62,245           |
| 4. Program Supplies                             |                       |                    |
|   | SUB-TOTAL OPERATIONAL | \$71,468           |
| C. CAPITAL EXPENDITURES                         |                       |                    |
|   | SUB-TOTAL CAPITAL     | \$0                |
|   |                       |                    |
| TOTALS  |                       |                    |
| A. PERSONNEL: Salaries and Benefits             |                       | \$207,111          |
| B. OPERATIONAL EXPENSES                         |                       | \$71,468           |
| C. CAPITAL EXPENDITURES                         |                       | \$0                |
|   | TOTAL PROJECT BUDGET  | \$278,579          |

Client#: 14253

GULFSGOODW2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 6/03/2014

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(les) 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). CONTACT Rosemarie Tubbs

FAX (A/C, No): 866-795-7046 PHONE (AC, No, Ext): 561-209-1690 E-MAIL ADDRESS: rtubbs@mma-fl.com Marsh & McLennan Agency LLC 1601 Belvedere Road NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance 18058 Suite 300, East Tower West Palm Beach, FL 33406 25011 INSURER B : Wesco Insurance Company Gulfstream Goodwill Industries, Inc. INSURER C: 1715 Tiffany Drive East INSURER D : West Palm Beach, FL 33407 INSURER E : INSURER F: REVISION NUMBER:

|   | REVISION NUMBERS  |              |  |                  |                 |  |                     |
|---|---|--------------|--|------------------|-----------------|--|---------------------|
| COV   | ERAGES CERT   | IFICATE      | NUMBER:                                | NISSUED TO T     | HE INSURED      | NAMED ABOVE FOR THE                          | POLICY PERIOD       |
| COVERAGES  CERTIFICATE 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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |   |              |  |                  |                 |  |                     |
|   |   |              |  | N REDUCED 9      | BY PAID CLAIN   |  |                     |
| I FUCI HEIONS AND CONDITIONS OF COURS   |   |              |  | AND DOUGH        | (VYYYY)         |  |                     |
| INSR<br>LTR   |   | ADDL SUBR    | POLICY NUMBER                          | 12/28/2013       | 12/28/2014      | EACH OCCURRENCE                              | s1,000,000          |
| A   | GENERAL LIABILITY   |              | PHPK960457A                            | 220,2010         |                 | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$1,0 <u>00,000</u> |
| ^ }   | X COMMERCIAL GENERAL LIABILITY  | <b>\</b>     |  | } '              |                 | MED EXP (Any one person)                     | s15,000             |
| 1   | CLAIMS-MADE X OCCUR   | 1            |  |                  |                 | PERSONAL & ADV INJURY                        | \$1,000,000         |
|   |   |              |  |                  | 1 ⊢             | GENERAL AGGREGATE                            | \$3,000,000         |
|   |   | 1            |  | 1                | <b>!</b>        | PRODUCTS - COMP/OP AGG                       | \$3,000,000         |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  | 1            |  | 1                | 1               | PRODUCTO COMME                               | \$                  |
| 1   |   |              |  |                  | 40000044        | COMBINED SINGLE LIMIT                        | \$1,000,000         |
|   | AUTOMOBILE LIABILITY  |              | PHPK960457A                            | 12/28/2013       | 12/28/2014      | (Ea accident) BODILY INJURY (Per person)     | \$                  |
| Α   | -   | 1            | 1                                      |                  | 1               | BODILY INJURY (Per accident)                 | s                   |
| 1   | ALLOWNED SCHEDULED  |              |  | Ì                | •               | PROPERTY DAMAGE                              | s                   |
| 1   | AUTOS AUTOS   |              |  | 1                | 1               | (Per accident)                               | S                   |
| 1   | X HIRED AUTOS X AUTOS   |              |  |                  |                 |  | s4,000,000          |
| L   |   | <del></del>  | PHUB406624A                            | 12/28/2013       | 12/28/2014      | EACH OCCURRENCE                              | \$4,000,000         |
| Α   | UMBRELLA LIAB X OCCUR   |              | FHOB40002-W                            |                  |                 | AGGREGATE                                    |                     |
| 1   | X EXCESS LIAB CLAIMS-MAD  | 틱            |  | <u> </u>         |                 | WC STATIL OTH                                | \$                  |
| 1   | DED X RETENTION \$10,000  | <del></del>  | WPP11007920013042                      | 06/01/2013       | 3 09/01/2014    | X WC STATU- OTH ER                           |                     |
| В   | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY  |              | WPP11007920013042                      |                  | 1               | E 1 FACH ACCIDENT                            | \$1,000,000         |
| 1   | ANY PROPRIETOR/PARTNER/EXECUTIVE N  | - I          |  | 1                |                 | E.L. DISEASE - EA EMPLOYE                    | E \$1,000,000       |
| 1   | (Mandatory in NH)   | 1            |  | 1                |                 | E.L. DISEASE - POLICY LIMIT                  | s1,000,000          |
| 1   | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |              |  | 12/28/201        | 3 12/28/201     | 4 \$1,000,000 Ea Occ                         | urrenc              |
| A   | Professional Liab   |              | PHPK960457A                            | 12,20,201        |                 | \$3,000,000 Aggreg                           | ate                 |
| 1   |   |              |  | 1                | 1               |  |                     |
| 1   |   |              |  | dida if more see | ce is required) |  |                     |
| 75  | SCRIPTION OF OPERATIONS / LOCATIONS / VE  | HICLES (Atta | ich ACORD 101. Additional Remarks Sche | ten contrac      | t, agreemen     | t or permit                                  |                     |
|   |   |              |  |                  |                 |  |                     |
| lir   | Certificate Holder is included as Additional Francisco Program  limited to the General Liability coverage. Juvenile Justice Program |              |  |                  |                 |  |                     |
| 1   | ·····   |              |  |                  |                 |  |                     |

|  | CANCELLATION   |
|--|--|
| PBC Board of County Commissioners, Criminal Justice Commission Att: Becky Walker 301 N. Olive Avenue #1001 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  © 1988-2010 ACORD CORPORATION. All rights reserved. |
|  |  |

ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD #S959290/M958787

**FWRXT** 

GULFSGOODW2

Client#: 14253 CERTIFICATE OF LIABILITY INSURANCE DATE (MIM/DD/YYYY) 6/03/2014

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(les) 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). | Tubbe   |
|--|---|
|  | CONTACT Rosemarie Tubbs NAME: PHONE 561-209-1690 (AC, No): 866-795-7046 |
| PRODUCER   | PHONE (A/C, No, Ext): 561-209-1690 (A/C, No): 600-7 53-70-70            |
| Marsh & McLennan Agency LLC                        | E-MAIL<br>Appress: rtubbs@mma-fl.com                                    |
| 1601 Belvedere Road                                | NSURER(S) AFFORDING COVERAGE NAIC #                                     |
| Suite 300, East Tower                              | NSURER(S) AFFORDING GOVERNO   |
| Sure Juu, Cast tower                               | INSURER A : Philadelphia Indemnity Insuranc   18058   25011             |
| West Palm Beach, FL 33406                          | INSURER B : Wesco Insurance Company 25011                               |
|  |   |
| Guifstream Goodwill Industries, Inc.               | INSURER C:  |
| 1715 Tiffany Drive East                            | MSURER D:   |
| West Palm Beach, FL 33407                          | INSURER E:  |
| 11441.   | REVISION NUMBER:  |
| AUDATISM.  | REVISION NUMBER.  |

| 111        |   |              |                                  |                            | REVISION NUMBER: |  |             |
|------------|---|--------------|----------------------------------|----------------------------|------------------|--|-------------|
| cov        | COVERAGES CERTIFICATE NUMBER:   |              |                                  |                            |                  |  |             |
| TH         | COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES TO WHICH THIS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCLIMENT WITH RESPECT TO WHICH THIS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. |              |                                  |                            |                  |  |             |
| CE         | CLUSIONS AND CONDITIONS OF SUCH   |              |                                  | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP       |  |             |
|            | TYPE OF INSURANCE   | ADDL SUBR    | POLICTROMBER                     |                            | 12/28/2014       | EACH OCCURRENCE                              | \$1,000,000 |
| NSR<br>LTR | GENERAL LIABILITY   |              | PHPK960457A                      | 12/28/2013                 | 12/20/2014       | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | s 1,000,000 |
| A          |   | 1 1          | 1                                | 1                          |                  | MED EXP (Any one person)                     | \$15,000    |
|            | X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR   |              |                                  |                            | <b> </b> -       |  | s 1,000,000 |
|            | CLAIMS-MADE X OCCUR   | 1            | 1                                |                            | ⊢                | PERSONA CO.                                  | \$3,000,000 |
|            |   |              | <b>\</b>                         | ļ                          | ۱ <i>-</i>       | GENERALIA                                    | \$3,000,000 |
|            |   |              |                                  | 1                          | 1                | PRODUCTS - COMPIOP AGG                       | \$          |
| l          | GEN'L AGGREGATE LIMIT APPLIES PER:  |              |                                  | ·                          |                  | COMBINED SINGLE LIMIT                        | \$1,000,000 |
|            | POLICY PRO- LOC   | <del> </del> | PHPK960457A                      | 12/28/2013                 | 12/28/2014       | (Ea accident)                                |             |
| A          | A AUTOMOBILE LIABILITY  |              | PHPK3004317                      |                            |                  | BODILY INJURY (Per person)                   | \$          |
| X ANY AUTO |   | 1 1          |                                  | 1                          |                  | BODILY INJURY (Per accident)                 | \$          |
| 1          | ALL OWNED SCHEDULED   |              |                                  |                            |                  | PROPERTY DAMAGE<br>(Per accident)            | 5           |
| 1          | X HIRED AUTOS X NON-OWNED   | 1 1          |                                  | 1                          |                  |  | \$          |
| ì          | A   |              |                                  | 40/00/2043                 | 12/28/2014       | EACH OCCURRENCE                              | \$4,000,000 |
| -          | UMBRELLA LIAB X OCCUR   |              | PHUB406624A                      | 72/28/2013                 | 2/20/2017        | AGGREGATE                                    | \$4,000,000 |
| A          |   | E            |                                  |                            |                  | 1  | \$          |
|            | DED X RETENTION \$10,000  | 7            |                                  |                            |                  | X WC STATU-<br>TORY LIMITS ER                | ·           |
| -          | WORKERS COMPENSATION  | + + -        | WPP11007920013042                | 06/01/201                  | 3 09/01/2014     | E.L. EACH ACCIDENT                           | \$1,000,000 |
| B          | A SID PROBLEM CONCERN LIABILITY VIII  | <b>¬</b>     |                                  | <b>,</b>                   |                  | E.L. DISEASE - EA EMPLOYE                    | s1,000,000  |
|            | ANY PROPRIETOR/PARTNER/EXECUTIVE N  | N/A          |                                  |                            | 1                | E.L. DISEASE - POLICY LIMIT                  | 1.000.000   |
|            | (Mandatory In NH)   |              |                                  |                            |                  |  | ILLEUC.     |
| L          | DESCRIPTION OF OPERATIONS DELON   |              | PHPK960457A                      | 12/28/201                  | 3 12/28/201      | \$1,000,000 Ea Occ                           |             |
| A          | Professional Llab   |              | FINITESSION                      |                            | •                | \$3,000,000 Aggreg                           | are         |
| -          |   | 1 1          |                                  | 1                          |                  |  |             |
|            | ESCRIPTION OF OPERATIONS / LOCATIONS / VE   |              | - CORD 404 Additional Remarks Sc | hedule, if more span       | ce is required)  |  |             |
| <u> </u>   | COCCUPTION OF OPERATIONS / LOCATIONS / VE   | HICLES (Atta | ich Acuru ivi, Audidonaritement  |                            |                  |  |             |

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is added as Additional Insured for General Liability coverage only with respect to work performed by or on behalf of the Named Insured. Professional Liability is written on an Occurrence Basis

|   | CANCELLATION   |
|---|--|
| Palm Beach County c/o Michael L Rodriguez, Exec Dir | 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  © 1988-2010 ACORD CORPORATION. All rights reserved. |
|   |  |

# FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE OFFICE OF THE PUBLIC DEFENDER, 15<sup>TH</sup> JUDICIAL CIRCUIT FOR COMMUNITY REENTRY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE OFFICE OF THE PUBLIC DEFENDER, 15<sup>TH</sup> JUDICIAL CIRCUIT FOR COMMUNITY REENTRY (hereinafter "First Amendment"), is made as of this 37cd day of seec 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the Office of the Public Defender, 15<sup>th</sup> Judicial Circuit, a State agency located in Palm Beach County, Florida (herein referred to as the "OFFICE") whose Federal ID No. is 03-377194, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, amending the Original Interlocal Agreement (hereinafter "Original Agreement") dated January 7, 2014, and filed on March 11, 2014 (R-2014-0317).

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the OFFICE, entered the Original Agreement on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$99,082; and

WHEREAS, the OFFICE's responsibilities under the Original Agreement are to provide exoffender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A" to the Original Agreement; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to the Budget referenced in Section 3 (Payments to the Office), said Budget marked as Exhibit "B" in the Original Agreement, requiring an increase in the contract price in an amount not to exceed \$44,451; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Agreement dated January 7, 2014, and enter into this First Amendment as follows:

I. Section 2 (Term of Contract) of the Original Agreement is amended by extending the expiration date from September 30, 2014 until September 30, 2015.

- II. Section 1 (Services Scope of Work), referencing the OFFICE's responsibilities and the term of the original contract as referenced in Exhibit "A" to the Original Agreement is amended, as reflected in Exhibit "AA-01" attached hereto. Exhibit "A" to the Original Agreement will be replaced in its entirety by Exhibit "AA-01" attached hereto.
- III. Section 3 (Payments to the Office) is amended to increase the original contract price from \$99,082 with an additional \$44,451, for a new total contract price not to exceed the amount of \$143,533, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Agreement and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$143,533).
- V. The parties also agree to amend the Original Agreement to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Section 11 Nondiscrimination:

The OFFICE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VI. All other provisions of the Original Agreement not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Agreement dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and the Public Defender ("OFFICE") has hereunto set its hand the day and year above written.

OFFICE OF THE PUBLIC DEFENDER FIFTEENTH JUDICIAL CIRCUIT

By: Haughwort, Public Defender

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: Michael L. Rodriguez, Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Artorney

APPROVED AS TO TERMS

AND CONDITIONS

Craig Spatara

Manager, Criminal Justice Programs

**Criminal Justice Commission** 

#### **SCOPE OF WORK**

Scope of Work pertaining to the Interlocal Agreement between Palm Beach County and the Office of the Public Defender, Fifteenth Judicial Circuit

Effective Date: October 1, 2013 - September 30, 2015

#### **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created a reentry initiative, with a goal of reducing recidivism by 50% over 5 years. To this end the *Office of the Public Defender, Fifteenth Judicial Circuit*, shall act as a fiscal agent and assist the CJC in the administration of the federal JAG Grant funds appropriated for the services of two reentry paralegals.

#### <u>Services</u>

The Office of the Public Defender, Fifteenth Judicial Circuit shall:

- Provide two reentry paralegals who will provide services for inmates and Ex-Offenders returning to Palm Beach County through the Department of Corrections.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make reentry staff available for meetings, trainings or events at CJC Staff's discretion
- Follow Portal of Entry policies & procedures, as may be amended from time to time.

#### **Evaluation/Data Collection**

The Office of the Public Defender, Fifteenth Judicial Circuit will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Office of the Public Defender, Fifteenth Judicial Circuit will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

#### **BUDGET WORKSHEET**

|                                     |                       | <del></del> |
|-------------------------------------|-----------------------|-------------|
| A. PERSONNEL: Salaries and Benefits |                       |             |
| 1. Reentry Paralegal                |                       | \$89,082    |
| 2. DOC Prep Reentry Paralegal       |                       | \$44,451    |
|                                     |                       |             |
|                                     |                       |             |
|                                     |                       |             |
|                                     | SUB-TOTAL PERSONNEL   | \$133,533   |
|                                     |                       |             |
|                                     |                       |             |
| B. OPERATIONAL EXPENSES             |                       |             |
| 1. Ex-Offender Support Services     |                       | \$10,000    |
|                                     |                       |             |
|                                     |                       |             |
|                                     |                       |             |
|                                     |                       |             |
|                                     |                       |             |
|                                     | SUB-TOTAL OPERATIONAL | \$10,000    |
|                                     |                       |             |
|                                     |                       |             |
| C. CAPITAL EXPENDITURES             |                       |             |
|                                     |                       |             |
|                                     | SUB-TOTAL CAPITAL     | \$0         |
|                                     |                       |             |
|                                     |                       |             |
|                                     |                       |             |
| <u>TOTALS</u>                       |                       |             |
| A. PERSONNEL: Salaries and Benefits |                       | \$133,533   |
| B. OPERATIONAL EXPENSES             |                       | \$10,000    |
| C. CAPITAL EXPENDITURES             |                       | \$0         |
|                                     |                       | <b>.</b>    |
|                                     | TOTAL PROJECT BUDGET  | \$143,533   |

#### **Scott Mcwebb**

From:

Snuggs, Andy [andy.snuggs@justicead̩min.org]

Sent:

Wednesday, July 02, 2014 5:25 PM

To:

Subject: Attachments:

Fiscal Year 2014-2015 Casualty Premium Invoice and Certificates of Coverages - PD15 FY 14-15 Cas Prem Inv Letter from Risk Management.pdf; Policy Verbiage for liability

insurance for Auto-General-WorkersComp-CourtAwarded-FederalCivilLawsuitsandEmploymentDiscrimination.pdf; Casualty Premium Calculation Explained 14-15.pdf; FY 14-15 All Certificates of Coverage - PD.pdf; Casualty Premium

Invoice 2014-2015 - PD15.pdf

#### Good Afternoon,

Attached you will find from the Division of Risk Management, the Fiscal Year 2014-2015 Casualty Premium Invoice and Certificates of Coverage. The Certificates of Coverage are liability coverage's under the following headings: Auto, Workers' Compensation, Court Awarded Attorney Fee's, General Liability, Federal Civil Lawsuits and Employment Discrimination.

As a reminder, all Public Defenders have the same policy number of 5400 for this fiscal year.

As in previous years, for appropriated funds, this amount has been provided to your agency by way of an appropriation in the Special Category, "Risk Management Insurance" of the 2014 General Appropriations Act and is released 100% for both General Revenue and Trust Fund on July 1st.

We are also providing a copy of a document that Risk Management has provided to explain how the casualty premiums were calculated for the current invoice. The Justice Administrative Commission does not determine the cost of your share of the premium. The premium invoice is due and payable no later than July 31, 2014. JAC will process the invoice for payment via journal transfer on Wednesday, July 30, 2014.

Please contact me at Andy.Snuggs@justiceadmin.org if you have any questions.

## Andy Snuggs, Deputy Director of Human Resources

Justice Administrative Commission 227 North Bronough Street, Suite 2100 Tallahassee, FL 32301

Phone: (850) 488-2415, ext. 291

Fax: (850) 922-9445

Email: Andy.Snuggs@justiceadmin.org

PLEASE NOTE: All e-mail is potentially available as a public record.



#### STATE RISK MANAGEMENT TRUST FUND **GENERAL LIABILITY** CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

COVERAGES

General Liability Coverage—Bodily and Property Damage To pay on behalf of the insured all sums which the insured shall To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such coverage as is afforded by this certificate,

- defend any proceeding against the insured seeking such deterio any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the
- claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law. pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability
- established in this certificate; pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon; (c)
- pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of (d) the accident.

#### DEFINITIONS

- Named Insured The department or agency named (a)
- Insured State department or agency named herein, their (b) officers, employees, agents or volunteers.
  Volunteer - Any person who of his own free will, provides
- (c) goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV. Florida Statutes.
- Agent Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or (d)
- Automobile A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- Mobile Equipment A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; not subject to motor vehicle registration, or

maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or

designed for use principally off public roads, or designed or maintained for the sole purpose of affording mobility to equipment of the following types affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

#### **EXCLUSIONS**

- This certificate does not apply:

  (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - any automobile owned or operated by or rented or
  - any automobile owned or operated by or rented or loaned to any insured, or
     any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured; to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or
- unlawful assembly, public demonstration, mob violence, or civil disobedience
- to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- to property damage to property owned or occupied by the (d)
- to properly damage to premises alienated by the insured (e)
- arising out of such premises or any part thereof; to loss of use of tangible property which has not been physically injured or destroyed, resulting from:

  (1) a delay in or lack of performance by or on behalf of
  - the named insured of any contract or agreement;
  - the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g)
- to property damage to the named insured's products arising out of such products or any part of such products; to property damage to work performed by or on behalf of the named insured arising out of the work or any portion (h)

DFS-D0-863 Revised 11/05 thereof, or out of materials, parts, or equipment furnished in connection therewith;

eminent domain proceedings or damage to persons or property of others arising therefrom; (i)

to punitive damages; to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; to professional medical liability of the Board of Regents,

(1) the physicians, officers, employees, or agents of the

to liability related in any way with nuclear energy; to liability assumed by the insured under any contract or

(0)

agreement, to final judgments in which the insured has been determined to have caused the harm intentionally; to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

#### CONDITIONS

Premium

Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice. invoice.

Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage. this coverage.

## insured's Duties in the Event of Occurrence, Claim or

Event of Occurrence

Event or Occurrence
Written notice containing particulars sufficient to
identify the insured, along with reasonably
obtainable information with respect to the time, place
and circumstances thereof, the names and
addresses of the injured and all known witnesses,
shall immediately be given by or for the insured to
the Fund.

Notice of Claim or Suit If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for

that claim.

Assistance and Cooperation of the Insured
The Insured shall cooperate with the Fund and, upon
the Fund's request, assist in making settlements, in
the conduct of sults and in enforcing any right of
contribution or indemnity against any person or
organization who may be liable to the insured
because of injury or damage with respect to which
coverage is afforded under this certificate, and the
insured shall upon request, make available all
agency records pertaining to a specific claim, shall
attend hearings and trials and assist in securing and

DFS-D0-863 Revised 11/05 giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

Action Against the Fund
No action shall lie against the Fund unless, as a
condition precedent thereto, the insured shall have
been in full compliance with all of the terms of this

certificate and the provisions of applicable Florida Statutes

Statutes.
Severability of Interest
The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

Limits of Liability
The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

outer insurance if there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance. Other insurance

applicable insurance.
Terms of Coverage
This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, (8) said statutes and laws shall control.

Cancellation Failure of the Fund to receive the amount of railure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

# FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE OFFICE OF THE PUBLIC DEFENDER, 15<sup>TH</sup> JUDICIAL CIRCUIT FOR THE RESTORE INITIATIVE

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE OFFICE OF THE PUBLIC DEFENDER, 15<sup>TH</sup> JUDICIAL CIRCUIT FOR THE RESTORE INITIATIVE (hereinafter "First Amendment"), is made as of this 3.3 day of 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the Office of the Public Defender, 15<sup>th</sup> Judicial Circuit, a State agency located in Palm Beach County, Florida (herein referred to as the "OFFICE") whose Federal ID No. is 03-377194, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, amending the Original Interlocal Agreement (hereinafter "Original Agreement") dated January 7, 2014, and filed on March 11, 2014 (R-2014-0316).

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the OFFICE, entered the Original Agreement on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$164,550; and

WHEREAS, the OFFICE's responsibilities under the Original Agreement are to provide exoffender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A" to the Original Agreement; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to the Budget referenced in Section 3 (Payments to the Office), said Budget marked as Exhibit "B" in the Original Agreement, requiring an increase in the contract price in an amount not to exceed \$164,550; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Agreement dated January 7, 2014, and enter into this First Amendment as follows:

I. Section 2 (Term of Contract) of the Original Agreement is amended by extending the expiration date from September 30, 2014 until September 30, 2015.

- II. Section 1 (Services Scope of Work), referencing the OFFICE's responsibilities and the term of the original contract as referenced in Exhibit "A" to the Original Agreement is amended, as reflected in the attached Exhibit "AA-01" attached hereto. Exhibit "A" to the Original Agreement will be replaced in its entirety by Exhibit "AA-01" attached hereto.
- III. Section 3 (Payments to the Office) is amended to increase the original contract price from \$164,550 with an additional \$164,550, for a new total contract price not to exceed the amount of \$329,100, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- IV. The parties further agree to amend the Original Agreement and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$329,100).
- V. The parties also agree to amend the Original Agreement to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Section 11 Nondiscrimination:

The OFFICE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VI. All other provisions of the Original Agreement not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Agreement dated January 7, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and the Public Defender ("OFFICE") has hereunto set its hand the day and year above written.

OFFICE OF THE PUBLIC DEFENDER FIFTEENTH JUDICIAL CIRCUIT

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS

AND CONDITIONS

Craig Spatara

Manager, Criminal Justice Programs

Criminal Justice Commission

### **SCOPE OF WORK**

Scope of Work pertaining to the Interlocal Agreement between Palm Beach County and the Office of the Public Defender, Fifteenth Judicial Circuit

Effective Date: October 1, 2013 - September 30, 2015

#### **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end the *Office of the Public Defender, Fifteenth Judicial Circuit*, shall act as a fiscal agent and assist the CJC in the administration of the federal SCA Grant funds appropriated for the services of one Pre-Release Reentry Program Coordinator and two Pre-Release Reentry Counselors.

#### **Services**

The Office of the Public Defender, Fifteenth Judicial Circuit shall:

1) Provide Reentry Staff that will:

- Conduct data analyses to ensure compliance and accountability; including but not limited to, preparation of monthly reports, maintaining the program budget, and other systems to ensure contract goals and objectives are met.
- Prepares briefings, executive summary reports, memoranda, correspondence and other written materials as needed.
- > Plan and lead weekly, monthly, and/or quarterly meetings.
- > Develop scope of training and any related materials for training subordinates to successfully operate and administer a government funded program.
- > Administrate and implement policy and procedure; oversee the program and personnel.
- > Supervise treatment and education; train staff; direct program operations.
- Review clinical records to assure appropriate documentation is maintained; facilitate Peer Review and Quality Assurance measures.
- Provide monthly reports to program manager; report any incidents/events to program manager.
- Provide substance abuse evaluations of clients screened as appropriate for treatment by Department of Corrections. Analyze and interpret data to determine treatment recommendations.
- Document assessment findings and treatment recommendations. Develop with the client a mutually acceptable individual service plan and method for monitoring and evaluating progress.
- > Inform client of confidentiality rights, program procedures that safeguard them, and the exceptions imposed by regulations.

- > Provide the client with individual sessions a minimum of one hour monthly to assess treatment and recovery progress and make appropriate changes to the individual service plan to ensure progress toward treatment goals.
- > Facilitate group sessions for educational group, process group, and phase group as assigned. Adhere to treatment curriculum topics.
- > Staff all client issues or needs. Attend staff meetings as scheduled.
- > Deliver require curriculum.
- > Communicate with post-release partners regarding participant needs, referrals, and progress.

#### **Evaluation/Data Collection**

The Office of the Public Defender, Fifteenth Judicial Circuit will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Office of the Public Defender, Fifteenth Judicial Circuit will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

#### **BUDGET WORKSHEET**

| A. PERSONNEL: Salaries and Benefits        |                       |           |
|--|-----------------------|-----------|
| 1. Pre-Release Reentry Project Coordinator |                       | \$129,004 |
| 2. Pre-Release Reentry Counselors          |                       | \$192,210 |
|  |                       |           |
|  | SUB-TOTAL PERSONNEL   | \$321,214 |
| B. OPERATIONAL EXPENSES                    |                       |           |
| 1. Travel                                  |                       | \$3,916   |
| 2. Office Supplies                         |                       | \$3,970   |
|  |                       |           |
|  | SUB-TOTAL OPERATIONAL | \$7,886   |
| C. CAPITAL EXPENDITURES                    |                       |           |
|  | SUB-TOTAL CAPITAL     | \$0       |
|  |                       |           |
| TOTALS                                     |                       |           |
| A. PERSONNEL: Salaries and Benefits        |                       | \$321,214 |
| B. OPERATIONAL EXPENSES                    |                       | \$7,886   |
| C. CAPITAL EXPENDITURES                    | <u>.</u>              | \$0       |
|  | TOTAL PROJECT BUDGET  | \$329,100 |

#### **Scott Mcwebb**

From:

Snuggs, Andy [andy.snuggs@justiceadmin.org]

Sent:

To:

Subject: Attachments: Wednesday, July 02, 2014 5:25 PM JAC HR PD15

Fiscal Year 2014-2015 Casualty Premium Invoice and Certificates of Coverages - PD15 FY 14-15 Cas Prem Inv Letter from Risk Management.pdf; Policy Verbiage for liability insurance for Auto-General-WorkersComp-CourtAwarded-insurance for Auto-General-WorkersComp-CourtAwarded-insur Explained 14-15.pdf; FY 14-15 All Certificates of Coverage - PD.pdf; Casualty Premium

Invoice 2014-2015 - PD15.pdf

#### Good Afternoon,

Attached you will find from the Division of Risk Management, the Fiscal Year 2014-2015 Casualty Premium Invoice and Certificates of Coverage. The Certificates of Coverage are liability coverage's under the following headings: Auto, Workers' Compensation, Court Awarded Attorney Fee's, General Liability, Federal Civil Lawsuits and Employment Discrimination.

As a reminder, all Public Defenders have the same policy number of 5400 for this fiscal year.

As in previous years, for appropriated funds, this amount has been provided to your agency by way of an appropriation in the Special Category, "Risk Management Insurance" of the 2014 General Appropriations Act and is released 100% for both General Revenue and Trust Fund on July 1st.

We are also providing a copy of a document that Risk Management has provided to explain how the casualty premiums were calculated for the current invoice. The Justice Administrative Commission does not determine the cost of your share of the premium. The premium invoice is due and payable no later than July 31, 2014. JAC will process the invoice for payment via journal transfer on Wednesday, July 30, 2014.

Please contact me at Andy.Snuggs@justiceadmin.org if you have any questions.

# Andy Snuggs, Deputy Director of Human Resources

Justice Administrative Commission 227 North Bronough Street, Suite 2100 Tallahassee, FL 32301

Phone: (850) 488-2415, ext. 291

Fax: (850) 922-9445

Email: Andy.Snuggs@justiceadmin.org

PLEASE NOTE: All e-mail is potentially available as a public record.



#### STATE RISK MANAGEMENT TRUST FUND **GENERAL LIABILITY** CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future: maintained for use exclusively on premises owned by or rented to the named insured, including the

COVERAGES
General Liability Coverage—Bodily and Property Damage
To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or foss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes. Florida Statutes

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such coverage as is afforded by this certificate,

- und shall:

  defend any proceeding against the insured seeking such
  benefits and any suit against the insured alleging such
  injury and seeking damages on account thereof, even if
  such proceeding or suit is groundless, false, or fraudulent.
  The Fund will investigate all claims filed against the
  insured in order to determine the legal liability of the
  insured and to determine damages sustained by the
  claimant. The Fund will negotiate settle or deny the claim
- claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law. pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- established in this certificate; pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon; pay expenses incurred by the insured for such immediate (c)
- pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of (d) the accident.

#### DEFINITIONS

- Named Insured The department or agency named (a)
- Insured State department or agency named herein, their (b) officers, employees, agents or volunteers. Volunteer - Any person who of his own free will, provides
- (c) goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- Agent Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or (d) department.
- Automobile A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not (e) include mobile equipment.
- Mobile Equipment A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;

  (1) not subject to motor vehicle registration, or

by or rented to the named listiled, including the ways immediately adjoining, or designed for use principally off public roads, or designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the

diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

**EXCLUSIONS** 

This certificate does not apply:

to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or ownership, unloading of:

any automobile owned or operated by or rented or (1) loaned to any insured, or

- loaned to any insured, or

  (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured; to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such not, unlawful assembly, public demonstration, mob violence, or
- (b) unlawful assembly, public demonstration, mob violence, or civil disobedience:
- civil disobetience, to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- to property damage to property owned or occupied by the (d) insured:
- to property damage to premises alienated by the insured arising out of such premises or any part thereof; to loss of use of tangible property which has not been (e)
- **(f)** physically injured or destroyed, resulting from:

  (1) a delay in or lack of performance by or on behalf of
  - the named insured of any contract or agreement;
  - the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- to property damage to the named insured's products arising out of such products or any part of such products; (g)
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion (h)

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Page 1 of 2

thereof, or out of materials, parts, or equipment furnished in connection therewith;

eminent domain proceedings or damage to persons or property of others arising therefrom; (i)

to punitive damages; to actions of insureds committed in bad faith or with ro actions or insureds committee in bac failt or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; to professional medical liability of the Board of Regents,

the physicians, officers, employees, or agents of the (I)

(m)

to liability related in any way with nuclear energy; to liability assumed by the insured under any contract or

(0)

agreement; to final judgments in which the insured has been determined to have caused the harm intentionally; to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agreed or commission. agency or commission.

#### CONDITIONS

Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice. invoice.

Audit B.

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of

Insured's Duties in the Event of Occurrence, Claim or

Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to

the Fund. Notice of Claim or Sult If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Fallure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for

Assistance and Cooperation of the Insured The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

DFS-D0-863 Revised 11/05 giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

Action Against the Fund

Action Against the Fund
No action shall lie against the Fund unless, as a
condition precedent thereto, the insured shall have
been in full compliance with all of the terms of this
certificate and the provisions of applicable Florida Statutes.

(5)

Statutes. Severability of Interest Severability of Interest The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

Limits of Liability
The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all demages sustained by two or more persons as a all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of iability as applicable "each occurrence".

Other Insurance If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other

applicable insurance. Terms of Coverage This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

Cancellation Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida

Self-Insurance Coverage
Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

# SECOND AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR COMMUNITY REENTRY

THIS SECOND AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR COMMUNITY REENTRY ("Second Amendment") originally entered on January 7, 2014 and filed on March 11, 2014, ("Original Contract" R-2014-0313), as amended by the First Amendment (R-2014-0955, dated May 8, 2014 and filed July 1, 2014) is made as of this day of day of day of 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and THE LORD'S PLACE, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 59-2240502.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and Service Provider, entered the Original Contract on January 7, 2014, which was amended on May 8, 2014 (R-2014-0955 and filed on July 1, 2014) with an expiration date of September 30, 2014, for a total contract price not to exceed \$152,034; and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Article 1 (Services – Scope of Work) of the Original Contract, as amended and more fully outlined in the amended "Scope of Work" marked as Exhibit "AA-01" to the First Amendment; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Article 2 (Term of Contract) of the Original Contract, requiring an amendment to the Budget referenced in Article 3 (Payments to the Service Provider), said Budget marked as Exhibit "B" in the Original Contract, increasing the contract price by an amount not to exceed \$113,098 and authorizing adjustments in the line item budget of up to 10% of the total contract price.

NOW THEREFORE, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, as amended, and enter into this Second Amendment as follows:

- I. Article 2 (Term of Contract) is amended by extending the expiration date from September 30, 2014 until September 30, 2015.
- II. Article 1 (Services Scope of Work), referencing the Service Provider's responsibilities and the term of the original contract as referenced in part in the amended Exhibit "AA-01" to the First Amendment, is replaced as reflected in the attached Exhibit "AA-02." Exhibit "AA-01" to the First Amendment will be replaced in its entirety by Exhibit "AA-02" attached hereto.

- III. Article 3 (Payments to the Service Provider) is amended to increase the Original Contract price from \$152,034 by \$113,098, for a new total contract price not to exceed the amount of \$265,132, as reflected in the attached Exhibit BB-02 (Budget Worksheet). Exhibit "BB-01" to the Original Contract will now be replaced in its entirety by Exhibit "BB-02" attached hereto.
- IV. The parties further agree to amend the Original Contract, as amended, and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$265,132).
- V. All other provisions of the Original Contract, as amended, not in conflict with this Second Amendment remain in effect and are to be performed at the same level as specified in the Original Contract, as amended.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

SERVICE PROVIDER: The Lord's Place, Inc.

Diana Stanley President and CEO PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_\_ Michael J. Rodriguez

Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 1 Craig Spatara

Manager, Criminal Justice Programs

Criminal Justice Commission

### **SCOPE OF WORK**

Scope of Work - Contract between Palm Beach County and The Lord's Place, Inc.

Effective Date: October 1, 2013 - September 30, 2015

#### **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created a strategic plan with a goal of reducing recidivism by 50% over 5 years for ex-offenders returning from the Florida Department of Corrections or the Palm Beach County Jail. To this end, The Lord's Place, Inc., shall be responsible to provide services primarily to those exoffenders returning to the southern region of Palm Beach County.

#### **Services**

The Lord's Place, Inc. shall be responsible to:

- Provide staff who will provide case management, supervision and coordination of reentry services for Ex-Offenders returning to Palm Beach County, Florida Department of Corrections and the local jail
- Screen each potential client with the LSI-r Risk/Needs Assessment to determine program eligibility. Only those clients classified as "Moderate" or "High" risk may be served by these funds.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Transitional Housing, Family Reunification Counseling and Events, Bus Passes, Literacy and GED Classes, Clothing, Toiletries, Tattoo Removal, On the Job Training, Trade Education and Certification, Vocational Training, Approved Pro-Social Activities and Substance Abuse and Mental Health Treatment Services, etc.
- Make reentry staff available for meetings, trainings or events at CJC staff's discretion
- Follow Portal of Entry policies & procedures, as may be amended from time to time.

#### **Evaluation/Data Collection**

The Lord's Place, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Lord's Place, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

#### **BUDGET WORKSHEET**

| A. PERSONNEL: Salaries and Benefits             |                           |           |
|---|---------------------------|-----------|
| 1. Case Managers and Supervisors                |                           | \$191,369 |
| 2. Coordinator of Reentry                       |                           | \$36,949  |
|   |                           |           |
|   | SUB-TOTAL PERSONNEL       | \$228,318 |
| B. OPERATIONAL EXPENSES                         |                           |           |
| Travel- Local mileage, training and conferences |                           | \$4,500   |
| 2. Program Supplies                             |                           | \$1,750   |
| 3. Support Services                             |                           | \$30,564  |
|   | SUB-TOTAL OPERATIONAL     | \$36,814  |
|   | 300 101/12 01 210 110 110 |           |
| C. CAPITAL EXPENDITURES                         |                           |           |
|   | SUB-TOTAL CAPITAL         | \$        |
|   |                           |           |
| <u>TOTALS</u>                                   |                           |           |
| A. PERSONNEL: Salaries and Benefits             |                           | \$228,31  |
| B. OPERATIONAL EXPENSES                         |                           | \$36,81   |
| C. CAPITAL EXPENDITURES                         |                           | \$1       |
|   | TOTAL PROJECT BUDGET      | \$265,13  |

LORDS-1

OP ID: RD

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS THIS CENTIFICATE 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 JELOW. 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(les) 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). CONTACT Lynn Dowling, ANS, AAI, AIAM
PHONE
(AC. No. Ext): 954-561-2220
E-MAIL
E PRODUCER FAX (A/C, No): 954-566-0673 Guitstream Insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 David Arch Gulfstream Insurance Group Inc INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia indemnity ins Co The Lord's Place, Inc. PO Box 3265 West Palm Beach, FL 33402 INSURER B : Guarantee Insuranca Co INSURER C : INSURER D : INSURER E : INSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES 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. POLICY EFF POLICY EXP POLICY NUMBER LIMITS TYPE OF INSURANCE 05/03/2014 05/03/2015 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1.000.000 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR PHPK1168993 1,000,000 X ence) 05/03/2014 05/03/2015 MED EXP (Any one person) 20,000 X Prof Liab \$1,000,000/\$3,000,000 8 05/03/2014 05/03/2015 1,000,000 \$1,000,000/\$3,000,000 X Abuse/Molestation PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PROJECT X LOC PRODUCTS - COMP/OP AGG \$1MIL/\$1MIL Emp Ben.
COMBINED SINGLE LIMIT
(Ea scident) OTHER: 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) 05/03/2014 05/03/2015 X PHPK1188993 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) X s X HIRED AUTOS 3,000,000 X UMBRELLA LIAB EACH OCCURRENCE X OCCUR \$ 05/03/2014 05/03/2015 3,000,000 PHUB457973 AGGREGATE EXCESS LIAB CLAIMS-MADE DED X RETENTION\$ PER X OTH-ORKERS COMPENSATION AND ENWILDYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? 04/01/2014 04/01/2015 1.000.000 E.L. EACH ACCIDENT В WCP100516802GIC 1.000.000 E.L. DISEASE - EA EMPLOYEE \$ ory in NH) 1,000,000 E.L. DISEASE - POLICY LIMIT \$ PERATIONS below PHPK1168993 05/03/2014 05/03/2015 BLDG-SOV 7 495 398 Property XWIND Δ BPP-SOV 781,920 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) Shelter/Mission/Halfway House.
The Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is listed as additional insured with respects to general liability.

| CERTIFICATE HOLDER   |         | CANCELLATION   |
|--|---------|--|
| Palm Beach County c/o Michael<br>L. Rodriguez, Exec. Director<br>Criminal Justice Commission<br>301 N Olive Avenue, St 1001<br>West Palm Beach, FL 33401 | PALMBE4 | 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 David Arch |
|  |         |  |

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ACORD 25 (2014/01)

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# SECOND AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR THE RESTORE INITIATIVE

THIS SECOND AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR THE RESTORE INITIATIVE ("Second Amendment") originally entered on January 7, 2014 and filed on March 11, 2014, ("Original Contract" R-2014-0312), as amended by the First Amendment (R-2014-0954, dated May 8, 2014 and filed July 1, 2014) is made as of this  $\frac{27}{2}$  day of  $\frac{1}{2}$  day of  $\frac{1}{2}$  2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and THE LORD'S PLACE, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 59-2240502.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and Service Provider, entered the Original Contract on January 7, 2014, which was amended on May 8, 2014 (R-2014-0954 and filed on July 1, 2014) with an expiration date of September 30, 2014, for a total contract price not to exceed \$261,378; and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Article 1 (Services – Scope of Work) of the Original Contract, as amended and more fully outlined in the amended "Scope of Work" marked as Exhibit "AA-01" to the First Amendment (R-2014-0954); and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Article 2 (Term of Contract) of the Original Contract, requiring an amendment to the Budget referenced in Article 3 (Payments to the Service Provider), said Budget marked as Exhibit "B" in the Original Contract, increasing the contract price by an amount not to exceed \$265,000 and authorizing adjustments in the line item budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, as amended, and enter into this Second Amendment as follows:

- I. Article 2 (Term of Contract) is amended by extending the expiration date from September 30, 2014 until September 30, 2015.
- II. Article 1 (Services Scope of Work), referencing the Service Provider's responsibilities and the term of the original contract as referenced in part in the amended Exhibit "AA-01" to the First Amendment, is replaced as reflected in the attached Exhibit "AA-02." Exhibit "AA-01" to the First Amendment will be replaced in its entirety by Exhibit "AA-02" attached hereto.

- III. Article 3 (Payments to the Service Provider) is amended to increase the Original Contract price from \$261,378 by \$265,000, for a new total contract price not to exceed the amount of \$526,378, as reflected in the attached Exhibit BB-02 (Budget Worksheet). Exhibit "BB-01" to the Original Contract will now be replaced in its entirety by Exhibit "BB-02" attached hereto.
- IV. The parties further agree to amend the Original Contract, as amended, and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$526,378).
- V. All other provisions of the Original Contract, as amended, not in conflict with this Second Amendment remain in effect and are to be performed at the same level as specified in the Original Contract, as amended.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

SERVICE PROVIDER: The Lord's Place, Inc.

Diana Štanley

President and CEO

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** 

Michael L. Rodriguez Executive Director

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Craig Spatara

Manager, Criminal Justice Programs Criminal Justice Commission

#### **SCOPE OF WORK**

<u>Scope of Work - Contract between Palm Beach County and The Lord's Place, Inc.</u>

Effective Date: October 1, 2013 - September 30, 2014

#### **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end, The Lord's Place, Inc., shall be responsible to provide services primarily to those ex-offenders returning to the southern region of Palm Beach County.

#### **Services**

The Lord's Place, Inc. shall be responsible to:

- Provide two Case Managers and a Supervisor who will provide case management for Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide an Employment Coordinator to teach a Job Readiness class at the Sago Palm Reentry Center and provide Employment Coordination for all exoffenders referred through the RESTORE initiative.
- Provide an AmeriCorps Member to assist with GED preparation.
- Provide a Peer Mentor to provide guidance and support to the clients.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, etc. by referring Ex-Offenders to outside service providers.
- Make RESTORE staff available for meetings, trainings or events at the RESTORE Program Managers discretion.
- Provide documentation showing \$31,000 matching dollars towards the project.
- Follow RESTORE policies & procedures, as may be amended from time to time.

### **Evaluation/Data Collection**

The Lord's Place, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Lord's Place, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

#### **BUDGET WORKSHEET**

| A. PERSONNEL: Salaries and Benefits                |           |
|--|-----------|
| 1. Case Managers and Supervisors                   | \$229,50  |
| 2. Employment Coordinator                          | \$103,66  |
| 3. AmeriCorp Member                                | \$9,60    |
|  | \$9,600   |
| SUB-TOTAL PERSONNEL                                | \$342,775 |
| B. OPERATIONAL EXPENSES                            |           |
| 1. Travel- Local Mileage, Training and Conferences |           |
| 2. Support Services                                | \$17,500  |
|  | \$166,103 |
|  |           |
| SUB-TOTAL OPERATIONAL                              | \$183,603 |
| C. CAPITAL EXPENDITURES                            |           |
| SUB-TOTAL CAPITAL                                  | \$0       |
|  |           |
| <u>OTALS</u>                                       |           |
| A. PERSONNEL: Salaries and Benefits                | \$342,775 |
| . OPERATIONAL EXPENSES                             | \$183,603 |
| . CAPITAL EXPENDITURES                             | \$183,603 |
|  |           |



**COVERAGES** 

#### CERTIFICATE OF LIABILITY INSURANCE

LORDS-1 OP ID: RD

DATE (MM/DD/YYYY)

05/02/2014

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 JELOW. 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(les) 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 fleu of such endorsement(s).

| PRODUCER Gulfstream insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 David Arch |                                    | TOTAL | NAME: Lynn Dowling, Ains, AAI, Alam |  |  |  |  |  |
|---|------------------------------------|---|-------------------------------------|--|--|--|--|--|
|   |                                    | PHONE (A/C. No. Ext): 954-561-2220  | FAX (A/C, No): 954-566-0673         |  |  |  |  |  |
|   |                                    | E-MAIL<br>ADDRESS: lynn@gulfstreaminsu  | urance.net                          |  |  |  |  |  |
|   |                                    | INSURER(S) AFFORDI  | ING COVERAGE NAIC #                 |  |  |  |  |  |
|   |                                    | INSURER A : Philadelphia Indemnity ins Co   | •                                   |  |  |  |  |  |
| INSURED The Lord's Place, Inc. PO Box 3265 West Palm Beach, FL 33402                            | INSURER B : Guarantee Insurance Co |   |                                     |  |  |  |  |  |
|   | INSURER C :                        |   |                                     |  |  |  |  |  |
| ••••••••••••••••••••••••••••••••••••••  |                                    | INSURER D :   |                                     |  |  |  |  |  |
|   |                                    | INSURER E :   |                                     |  |  |  |  |  |
|   |                                    | MSURER F:   |                                     |  |  |  |  |  |

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<br>LTR |       | TYPE OF INSURANCE                                 | ADDL | SUBR | POLICY NUMBER           | POLICY EFF | POLICY EXP | LIMIT  | 8                          |               |           |
|-------------|-------|---|------|------|-------------------------|------------|------------|--|----------------------------|---------------|-----------|
| A           | X     | COMMERCIAL GENERAL LIABILITY                      |      |      |                         |            |            | EACH OCCURRENCE                              | \$                         | 1,000,000     |           |
| 1           |       | CLAIMS-MADE X OCCUR                               | X    |      | PHPK1168993             | 05/03/2014 | 05/03/2015 | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$                         | 1,000,000     |           |
|             | X     | Prof Liab   |      |      | \$1,000,000/\$3,000,000 | 05/03/2014 | 05/03/2015 | MED EXP (Any one person)                     | \$                         | 20,000        |           |
| 1           | X     | Abuse/Molestation                                 |      |      | \$1,000,000/\$3,000,000 | 05/03/2014 | 05/03/2015 | PERSONAL & ADV INJURY                        | \$                         | 1,000,000     |           |
| 1           | GEN   | YL AGGREGATE LIMIT APPLIES PER:                   |      |      |                         |            |            | GENERAL AGGREGATE                            | \$                         | 3,000,000     |           |
|             |       | POLICY PRO- X LOC                                 |      |      |                         |            |            | PRODUCTS - COMP/OP AGG                       | \$                         | 2,000,000     |           |
| ١.          |       | OTHER:  |      |      |                         |            |            | Emp Ben.                                     | \$                         | \$1MIL/\$1MIL |           |
| . •         | AU1   | OMOBILE LIABILITY                                 |      |      |                         |            |            | COMBINED SINGLE LIMIT<br>(Ea accident)       | \$                         | 1,000,000     |           |
| ÌΑ          | X     | ANY AUTO  |      |      | PHPK1168993             | 05/03/2014 | 05/03/2015 | BODILY INJURY (Per person)                   | \$                         |               |           |
| ł           |       | ALLOWNED SCHEDULED AUTOS                          |      |      |                         |            |            | BODILY INJURY (Per accident)                 | \$                         |               |           |
| 1           | X     | HIRED AUTOS X NON-OWNED                           |      |      |                         |            |            | PROPERTY DAMAGE<br>(Per accident)            | \$                         |               |           |
| 1           |       |   | }    |      |                         |            |            |  | \$                         |               |           |
|             | X     | UMBRELLA LIAB X OCCUR                             |      |      |                         |            |            | EACH OCCURRENCE                              | s                          | 3,000,000     |           |
| A           |       | EXCESS LIAB CLAIMS-MADE                           |      |      | PHUB457973              | 05/03/2014 | 05/03/2015 | AGGREGATE                                    | \$                         | 3,000,000     |           |
|             |       | DED X RETENTION\$ 10,000                          |      |      |                         |            |            |  | \$                         |               |           |
|             |       | RKERS COMPENSATION EMPLOYERS' LIABILITY           |      |      |                         |            |            | PER X OTH-                                   |                            |               |           |
| В           | ANY   | PROPRIETOR/PARTNER/EXECUTIVE                      | N/A  |      | WCP100516802GIC         | 04/01/2014 | 04/01/2015 | E.L. EACH ACCIDENT                           | \$                         | 1,000,000     |           |
| 1           | (Mar  | idatory in NH)                                    | N/A  | N/A  |                         | ^          |            |  | E.L. DIŞEASE - EA EMPLOYEE | \$            | 1,000,000 |
| <u> </u>    | If ye | s, describe under<br>CRIPTION OF OPERATIONS below |      |      |                         |            |            | E.L. DISEASE - POLICY LIMIT                  | \$                         | 1,000,000     |           |
| Α           | Pro   | perty XWIND                                       |      |      | PHPK1168993             | 05/03/2014 | 05/03/2015 | BLDG-SOV                                     |                            | 7,495,398     |           |
|             |       |   |      |      |                         |            |            | BPP-SOV                                      |                            | 781,920       |           |
|             | l     |   |      |      |                         | }          |            |  |                            |               |           |

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

**CERTIFICATE NUMBER:** 

Shelter/Mission/Halfway House.
The Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is listed as additional insured with respects to general liability.

| CERTIFICATE HOLDER  | CANCELLATION   |
|---|--|
| Palm Beach County c/o Michael<br>L. Rodriguez, Exec. Director                     | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Criminal Justice Commission 301 N Olive Avenue, St 1001 West Palm Beach, FL 33401 | AUTHORIZED REPRESENTATIVE David Arch   |

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**REVISION NUMBER:** 

ACORD 25 (2014/01)

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# FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INC. (LEX)

THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INC. (LEX) ("First Amendment") originally entered on April 22, 2014 and filed on May 6, 2014, ("Original Contract" – R-2014-0633) is made as of this day of day of 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INC. (LEX), a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Service Provider," whose Federal I.D. is 32-02762713.

#### WITNESSETH:

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and Service Provider, entered the Original Contract on April 22, 2014, with an expiration date of September 30, 2014 (R-2014-0633), for a total contract price not to exceed \$100,000; and

WHEREAS, the Service Provider's responsibilities under the Original Contract is to enhance the information sharing ability of the LEX project, as referenced in Article 1 (Services - Scope of Work) of the Original Contract and more fully outlined in the "Scope of Work" marked as Exhibit "A" to the Original Agreement; and

WHEREAS, the Parties have agreed to a one year extension to the expiration date referenced in Article 2 (Term of Contract) of the Original Contract, requiring an amendment to the Budget referenced in Article 3 (Payments to the Service Provider), said Budget marked as Exhibit "B" in the Original Contract, increasing the contract price by an amount not to exceed \$50,000 and authorizing adjustments in the line item budget of up to 10% of the total contract price.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated April 22, 2014 (R-2014-0633), and enter into this First Amendment as follows:

- I. Article 2 (Term of Contract) of the Original Contract (R-2014-0633) is amended by extending the expiration date from September 30, 2014 until September 30, 2015.
- II. Article 1 (Services Scope of Work), referencing the Service Provider's responsibilities and the term of the Original Contract as referenced in Exhibit "A" to the Original Contract is revised, as reflected Exhibit "AA-01" attached hereto. Exhibit "A" to the Original Contract will be replaced in its entirety by Exhibit "AA-01" attached hereto.
- III. Article 3 (Payments to the Service Provider) is amended to increase the Original Page 1 of 3

Contract price from \$100,000 with an additional \$50,000, for a new total contract price not to exceed the amount of \$150,000, as reflected in the attached Exhibit BB-01 (Budget Worksheet). Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.

- IV. The parties further agree to amend the Original Contract and the Budget Worksheet attached thereto, by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total new contract price (\$150,000).
- V. The parties further agree to amend the Original Contract, to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Article 21 Nondiscrimination:

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VI. All other provisions of the Original Contract not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract dated April 22, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

SERVICE PROVIDER: Gulfstream Goodwill Industries, Inc.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Frank Kitzerow, Chairman LEX Board of Directors

Michael L. Rodziguez

Executive Director 2

Criminal Justice Commission

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Katherine Hatos

Senior Criminal Justice Analyst Criminal Justice Commission

#### **SCOPE OF WORK**

Contract between Palm Beach County and Palm Beach County Law Enforcement eXchange, Inc. (LEX)

Effective Date: October 1, 2013 - September 30, 2015

#### **Background**

The Palm Beach County Law Enforcement eXchange, Inc. (LEX) is an organization created to establish an efficient and effective technology-enabled law enforcement enterprise system for enhancing the safety, security and quality of life for law enforcement personnel and citizens. The LEX organization is comprised of criminal justice agencies sharing information through a formalized network. There are over 25 law enforcement jurisdictions in Palm Beach County. Due to the vast size, the LEX project was designed to create inter-agency collaboration in an effort to enhance public safety in Palm Beach County. This sharing of information enables different agencies to work together and have immediate access to case information.

The LEX Countywide Program Director was established to provide overall coordination and training for the new LEX Platform. This is a contracted position to provide activities related to technology enabling Palm Beach County law enforcement agencies to share information through an integrated enterprise system. The LEX Countywide Program Director is under the direction of the Chairman of the LEX Board of Directors, and is reviewed based on reports, conferences and results achieved. Work is performed in close communication and coordination with Palm Beach County Sheriff's Office, municipal law enforcement agencies, other federal, state and local criminal justice organizations, and other LEX project staff in the Palm Beach County Information Systems Services (ISS) Department.

#### **Problem Identification:**

Crime and technology to combat crime is rapidly advancing. System security must be continually evolving to stay ahead of these advancements. New data, functionality and security must be added to the LEX enterprise system in response to new crime trends, user requirements and the FBI's CJIS Security Policies. The LEX Countywide Program Director position is needed to facilitate this input and coordinate with the appropriate agency executives and technical staff to ensure the proper communication and timely implementation of the priorities established.

As we meet and train officers countywide on LEX, additional data sources and new functionality is being identified for optimizing and enhancing the data sharing system. One critical data source identified is the Palm Beach County Pawn Data. This data is

critical for officers to quickly track stolen and pawned merchandize. New functionality such as a global search feature, would allow officers to query data in Records Management Systems, Bulletins and Regional Intelligence Meeting Reports simultaneously. This capability is extremely valuable and will need to be piloted as a proof of concept before being integrated into the LEX system. Once implemented, the LEX Countywide Program Director will need to update the training program, syllabuses and documentation accordingly. New policies for dealing with mobile devices are forthcoming and will need to be incorporated into the LEX system, policies and training.

Additional relationships will need to be cultivated with border counties, other regions, and State and Federal partners including the Secret Service, U.S. Customs, DEA, ICE and Customs and Border Patrol. The LEX model will be introduced as the vehicle for a streamlined approach to law enforcement data and information sharing.

#### **Project Summary (Scope of Work)**

The position established by the non-profit LEX Board of Directors will continue to provide overall Countywide coordination for the LEX Program. The position will continue to evaluate priorities with the organization and technical staff to stay abreast of security, technology and system user requirements. Additionally, the position will continue to oversee and present the training to three specific user groups, Road Patrol, Investigations and Analysts. Continuous training methods will be implemented including outreach to the Policy Academy offering for the LEX model to be taught to Police Academy recruit officers.

The Program Director position will continue to assess and share the crime trends and patterns throughout Palm Beach County. The position will oversee and assist with the continued de-confliction of cases throughout Palm Beach County and the Palm Beach Regional Fusion Center. This position will reach out to other data sharing entities to demonstrate the LEX model and integrate the LEX system with other data sharing systems at the regional, State and Federal level.

#### Objectives and Measures:

#### Measurables:

#### Part 1

The LEX Program continues to be the catalyst of countywide criminal justice interaction and data sharing. LEX System security must be continually evolving to stay ahead of these advancements.

The Program Director has solidified the communications and participation in the Regional Intelligence meetings on a monthly basis. Part of the communication

assurances is a new training program that simplified the new Data Brokers training that began Countywide in August, 2014.

Additional objectives and measures for the LEX Program Director position will be as follows:

- Continue to oversee and communicate with the agencies uploading data into LEX
- Document the Increased number of Officers Trained in LEX
- Pre and post testing scores, identifying a clear countywide understanding of the system
- Document the Number of new users to LEX
- Document the Number of new users to FINDER
- Document the Number of Queries run
- Document the Number of bulletins and RIM reports entered
- Documentation and recognition of accomplishments with the LEX Data Sharing system
- Author and present the Advanced LEX /FINDER Training Outline and program
- Direct and solicit input from users groups on programming changes to the system.
- Identify and solicit additional funding for the program
- Oversee and identify a five-year plan for capital necessities
- Monitor and maintain LEX Performance Timeline

#### **EXHIBIT BB-01**

# 2013-2015 PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INCORPORATED (LEX) BUDGET

| Budget   | \$150,000 |
|--|-----------|
| LEX Countywide Program Director 46.19 x 3,120 Hours = 144,112 Hours includes salary and mileage                                      | \$144,112 |
| IACP Conference Registration \$575 Hotel \$200 pn x 5 = \$1,000 Airfare \$500 Per Diem \$40 pd x 5 = \$200 Local Transportation \$60 | \$ 2,335  |
| CJIS Trainings Registrations \$927 Mileage 1,000 x .565=\$565 Hotels \$1,820 Per Diem \$40 x 6 = \$240                               | \$ 3,552  |

Total Budget Allocated: \$150,000

#### DATA TRANSFER AGREEMENT RTI INTERNATIONAL

Permanent Release/Transfer of Data to RTI

Information that is obtained or used for research is confidential and must be used only for statistical reporting or research purposes. Therefore, it is necessary to insure, to the extent possible, that any use of such data be limited to research by legitimate researchers, and in accordance with applicable laws and this Data Transfer Agreement (Agreement). Before research data ("Data") can be released, the Provider of the Data and the Recipient of the Data must agree to several provisions.

#### This Agreement to transfer data is between the following parties:

Provider of the Data (Provider Institution): Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, through its Criminal Justice Commission ("CJC"), hereinafter "the County".

#### And

Recipient of the Transferred Data (Recipient Institution): RTI International

This Agreement is the required agreement to be executed in accordance with the underlying Department of Justice Grant (#2012-CZ-BX-0016) and the special conditions thereto.

#### A. RECIPIENT, PROVIDER AND DATA INFORMATION

1. Information about the research project for which the Data are requested at the Recipient Institution (RTI):

RTI Project Title to which Data will be transferred: Evaluation of the FY 2011 Bureau of Justice Assistance Second Chance Act Adult Offender Reentry Demonstration Projects (AORDP) (also referred to as "Transitions for Success Study")

RTI Project Number: 0213494

RTI IRB Number of Project: 13321

RTI Contact Person for the Project: Pamela K. Lattimore, PhD

Contact Person's RTI e-mail address: lattimore@rti.org

Contact Person's RTI telephone no. 919-485-7759

Data Transfer Agreement RTI Receives Data \_Modified for RTI Project # 0213494\_05/21/2014

| Information about the Providence                   | der Institution from which the Data are requested: |
|--|--|
| Signature  | 6 16 14<br>Date                                    |
| Craig Spatara, Manager, Cri                        | iminal Justice Programs                            |
| Name of Researcher/Contact Person at P             |  |
| Palm Beach County Crimina Institution/Organization | al Justice Commission                              |
| 301 N Olive Ave, West Palm                         | n Beach, FL 33401                                  |
| Address  |  |
| 561-355-2326                                       |  |
| Telephone No.                                      | FAX No.  |
| cspatara@pbcgov.org                                |  |
| E-mail address                                     |  |

3. Types of Data being requested and the study population from which the Data were collected.

RTI requests the following administrative data from the Palm Beach County Criminal Justice Commission for all individuals enrolled in the RESTORE Initiative who are expected to release from Sago Palm Reentry Center between June 1, 2014 and approximately December 31, 2014:

- 1. Identifying information: name, correctional identifier (e.g., DC number)
- 2. Institutional information: facility name, expected release date
- 3. Demographics: date of birth

4. Are any direct identifiers (e.g., name, address, telephone numbers, Social Security numbers, medical record numbers) or sensitive indirect identifiers (e.g., date of birth, zip code, State, etc.) included in the Data being requested?

| Direct Identifiers<br>Indirect Identifiers   | Yes<br>Yes | X  | No No | - |
|--|------------|----|-------|---|
| If Yes to Direct Identifiers, list the direct identifiers that are included name, correctional identifier                        | in the Dat | æ: |       |   |
| If Yes to Indirect Identifiers, list the indirect identifiers that are includate of birth, facility name, housing unit, expected |            |    |       |   |

5. Current proposed use and analysis plans for the Data.

The Transitions for Success Study consists of two components: 1) a retrospective study that will assess the impact of reentry program participation on recidivism outcomes using only administrative data for a large sample of reentering individuals; and 2) a prospective study for a smaller sample of reentering individuals, involving 3 waves of in-person interviews to document program and service receipt as well as reentry outcomes such as drug use, employment, and housing. This data transfer agreement covers data to support the prospective study only.

The requested information from the Palm Beach County Criminal Justice Commission will be used to locate and recruit individuals located at Sago Palm Reentry Center for participation in the prospective study. The identifying information, institutional information, and demographics will be uploaded to the secure, electronic field management system developed for the study for the purpose of releasing cases for interviews. Individuals will be approached by trained field interviewers who will explain the study and administer consent for those who agree to participate.

6. Safeguards (administrative, technical, physical) that will be used by the Recipient to protect the confidentiality of the Data.

To protect the data files containing the requested administrative data, the agency will be instructed to use encryption software (e.g., WinZip) to create a passphrase protected file. The agency contact will use a "strong" passphrase (consisting of at least 8 numbers, characters, and symbols) that RTI will use to de-crypt the file after transmission. The agency contact will transfer the password-protected file via the internet through a webpage (<a href="https://ftp.rti.org">https://ftp.rti.org</a>) developed for clients of RTI International to use to safely upload files to project staff. This FTP site uses Secure Sockets Layer, meaning that the uploaded file and text information are encrypted during the transfer. The agency contact will be given login credentials that will only be used for the Transitions for Success Study. The uploaded files will then be moved to RTI's private network.

7. List of Individuals, Groups, or Classes of Persons who will have access to or use the requested Data at the Recipient Institution, including the RTI Project Contact Person (named in Item A.1). NOTE: Data may not be shared with researchers outside the Recipient Institution via this DTA. The Recipient Institution must establish a separate DUA or DTA with Researchers at other Institutions before transferring or sharing the data with Researchers outside the Recipient Institution.

Identity of persons with Data access at the Recipient Institution (name, position, phone number, e-mail):

RTI Project Contact: Pamela K. Lattimore, PhD, Principal Investigator, 919.485.7759, <a href="mailto:Lattimore@rti.org">Lattimore@rti.org</a>

In addition, the following study staff will have access to the requested data:

- Interview team
- Data managers

8. Requested data transfer date

Requested date for Data transfer to RTI:

The data elements will be requested on a rolling basis beginning in May 2014 through December 31, 2014 or until the targeted number of cases is achieved.

Data Transfer Agreement RTI Receives Data \_Modified for RTI Project # 0213494\_05/21/2014

#### **B. TERMS AND CONDITIONS**

By receiving the transfer of Data described above from the Provider, the Recipient (RTI) agrees to the following:

- 1. RTI certifies that the statements made in this Agreement (above) regarding the planned use of the Data are complete and accurate.
- 2. RTI will not use the Data for purposes other than described in this Agreement and as approved by the Recipient's IRB.
- 3. RTI will establish and maintain the appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the Data.
- 4. RTI will not disclose Data nor permit others to use the Data except as permitted by law and RTI's IRB. Within RTI, access to the Data shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Agreement and in RTI's IRB approved protocol, and those individuals must execute appropriate confidentiality agreements as specified by RTI's IRB.
- 5. No findings or information derived from the Data may be released if such findings contain any combination of data elements that might allow for identification or the deduction of a study participant's identity.
- 6. RTI will report immediately to the RTI's IRB any use or disclosure of the Data other than as permitted by this Agreement, and will take all reasonable steps to mitigate the effects of such improper use or disclosure.
- 7. RTI agrees that in the event RTI violates any terms of this agreement, sample members whose data are included in the transferred data set may have a right of action against RTI, and that RTI will indemnify and hold Provider harmless from any legal actions brought by a sample member for improper release of confidential data to the extent caused by RTI's negligence or willful misconduct.
- 8. This Agreement shall be construed in accordance with applicable laws, and in a manner that supports compliance by Recipient and Provider with all applicable requirements of HIPAA (Health Insurance Portability and Accountability Act), and the Privacy Act of 1974.
- 9. The Terms and Conditions of this Agreement are for the sole benefit of Recipient and Provider and do not create any third party beneficiary rights.

Data Transfer Agreement
RTI Receives Data \_Modified for RTI Project # 0213494\_05/21/2014

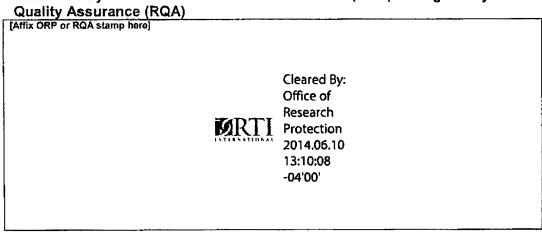
C. Signatures and Clearance for RECIPIENT Institution (RTI): RTI Researcher, RTI Office of Research Protection (ORP) or Regulatory and Quality Assurance (RQA) Clearance, and RTI Office of Contracts (OoC) or Supply Chain Management (SCM) Signature.

The signatures below indicate that RTI will comply with the above stated provisions.

1. Signature of RTI Researcher Responsible for this Data Transfer

| Signature                                      | Date              |
|--|-------------------|
| Pamela K. Lattimore, PhD                       |                   |
| Name of RTI Researcher                         |                   |
| RTI Center for Justice, Safety, and Resilience |                   |
| Institution/Organization                       |                   |
| 919-485-7759                                   | lattimore@rti.org |
| Telephone No.                                  | E-mail Address.   |

2. Clearance by RTI's Office of Research Protection (ORP) or Regulatory and



|  | Signature of Official from RTI's Office  | of Contracts (CoC) of Supply Chain  |   |
|--|--|---|---|
|  | Management (SCM)   |   |   |
|  | On behalf of RTI, the undersigned individual hereb<br>RTI/te the terms of this Agreement and agrees to a   | by attests that he or she is authorized to legally bind   |   |
|  | KING the letting of this Addisonerit and agrees to a   | ~///  |   |
|  | ///// ANTONIUM   | 06/10/2014  |   |
| •                                      | Signajure 1  | <b>D</b> ete  |   |
|  | 10) 11 1 ha 1/2013   |   |   |
|  | WILLIAM M. (45/0)  | 140449  |   |
|  | Name of Official from Office of Contracts or Supply Chain Me   | anagement (printed or typed)  |   |
|  | RII- Contracts   |   |   |
|  |  |   |   |
|  | Institution/Organization   | was a series of   |   |
|  | 919-541-8835   | WEASTONGUAY CRTI.01   | 5 |
| •                                      | Telephone No.  | E-mail Address.   |   |
|  |  | •   |   |
| n                                      | Signatures, Clearances and IRB Appr  | oval for Use of Data from PROVIDER  |   |
| U.                                     | Institution  | oral for egg of Batta from Fitte The Ent  |   |
|  | msutuuon   |   |   |
| 4                                      | Signature of Official from PROVIDER  | Institution   |   |
| •                                      | Signature below indicates that approval is given for   |   |   |
|  |  | of the Provider/Releasing Institution, the undersigned  |   |
|  | individual hereby attents that he or she is authorize  | red to legally bind the Provider/Releasing Institution to   |   |
|  | the terms of this Agreement and agrees to all the  | terms specified herein.   |   |
| 1                                      |  | 41017   |   |
| _                                      | Signature  | Dale  |   |
|  |  |   |   |
|  | · ·  |   |   |
|  | Michael L. Rodriguez, Executive Director   | , Criminal Justice Commission, on behalf  |   |
|  | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour  |   |   |
| _                                      | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour FL   | r, Criminal Justice Commission, on behalf<br>nty Commissioners, Palm Beach County,  |   |
| _                                      | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour  | r, Criminal Justice Commission, on behalf<br>nty Commissioners, Palm Beach County,  |   |
| _                                      | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour FL  Name of Official from Provider/Releasing Institution (printed of the county Board).  | r, Criminal Justice Commission, on behalf<br>nty Commissioners, Palm Beach County,  |   |
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|  | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour FL  Name of Official from Provider/Releasing Institution (printed of Palm Beach County Institution/Organization 561-355-4943   | r, Criminal Justice Commission, on behalf nty Commissioners, Palm Beach County, or typed)  MLRodrig@pbcgov.org              |   |
| _                                      | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour FL  Name of Official from Provider/Releasing Institution (printed of Palm Beach County Institution/Organization 561-355-4943  Telephone No.  | Criminal Justice Commission, on behalf nty Commissioners, Palm Beach County, or typed)  MLRodrig@pbcgov.org  E-mail Address |   |
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| AP<br>By<br>As<br>AP<br>By<br>Cn<br>Ma | Michael L. Rodriguez, Executive Director of the Palm Beach County Board of Cour FL  Name of Official from Provider/Releasing Institution (printed of Palm Beach County Institution/Organization 561-355-4943  Telephone No.  PROVED AS TO FORM AND LEGAL SUFF Sistant County Attorney  PROVED AS TO TERMS AND CONDITION  and Spatara                                     | Criminal Justice Commission, on behalf nty Commissioners, Palm Beach County, or typed)  MLRodrig@pbcgov.org  E-mail Address |   |

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