

AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES (hereinafter “Amendment”) is made as of this 19 day of June 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the “COUNTY” and The Lord’s Place a not-for-profit corporation authorized to do business in the State of Florida, herein referred to as the “CONSULTANT”, whose Federal I.D. is 59-2240502.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018 (R2018-0935) (“Contract”) with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable “out of pocket” expenses; update the Contract to include the most current County standard contract provisions; and add Exhibit “D,” Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. This Amendment is effective retroactively as of May 1, 2018.
3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
4. Article 7 – SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform

properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

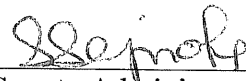
As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.


Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Amendment on behalf of the County, and The Lord's Place has hereunto executed same.


**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: 
County Administrator or Designee

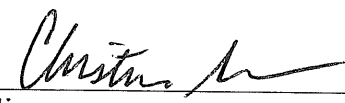
THE LORD'S PLACE

By: 
Toby Douthright
CFO/COO


**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESS:


Sign
Christine Smith
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Division Director

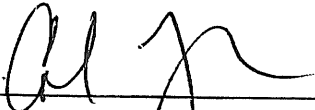
**Resolution of The Lord's Place, Inc.
Authorization to Sign Contracts**

IT IS HEREBY RESOLVED, that the following positions are legally authorized to execute Agreements and other instruments on behalf of The Lord's Place, Inc.:

Chairman	Cornelia Thornburgh
Vice Chairman	Michael Stevens
Secretary	Diana Barrett
Treasurer	Robert Katzen
Chief Executive Officer	Diana Stanley
Chief Financial Officer/ Chief Operating Officer	Toby Douthwright

The above individuals are duly authorized for the year beginning July 1, 2018, ending June 30, 2019.

APPROVED AND ACCEPTED:



The Lord's Place, Inc.
Chairman, Board of Directors

5-10-18

Date

AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES (hereinafter “Amendment”) is made as of this 19 day of June 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the “COUNTY” and Gulfstream Goodwill Industries, Inc. a not-for-profit corporation authorized to do business in the State of Florida, herein referred to as the “CONSULTANT”, whose Federal I.D. is 59-1197040.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018, (R2018-0936) (“Contract”) with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable “out of pocket” expenses; update the Contract to include the most current County standard contract provisions; and add Exhibit “D,” Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. This Amendment is effective retroactively as of May 1, 2018.
3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
4. Article 7 – SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the

subcontractor to perform properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.


6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.


Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Amendment on behalf of the County, and Gulfstream Goodwill Industries has hereunto executed same.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

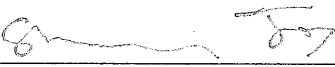
**GULFSTREAM GOODWILL
INDUSTRIES, INC.**


By: 
County Administrator or Designee

By: 
Keith Kennedy
President & CEO

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

WITNESS:

By: 
Assistant County Attorney


Sign
Laura Waterman
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Division Director

AMENDMENT TO INTERLOCAL AGREEMENT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR SMART REENTRY SERVICES (hereinafter “Amendment”) is made as of this 19 day of June 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the “COUNTY” and The City of Riviera Beach, a municipality located in Palm Beach County and authorized to do business in the State of Florida, herein referred to as the “ENTITY”, whose Federal I.D. is 59-6000417.

WITNESSETH:

WHEREAS, the parties, entered into that certain Interlocal Agreement on April 27, 2018 (R2018-0937) (“Interlocal Agreement”) with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable “out of pocket” expenses; update the Interlocal Agreement to include the most current County standard contract provisions; and add Exhibit “D,” Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. This Amendment is effective retroactively as of May 1, 2018.
3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
4. Article 7 – SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform

properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

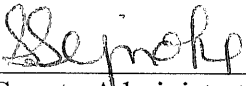
As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

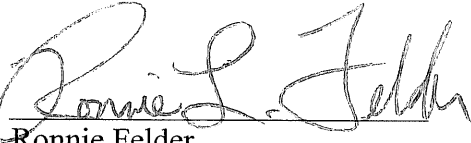
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IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Amendment on behalf of the County, and the City of Riviera Beach has hereunto executed same.

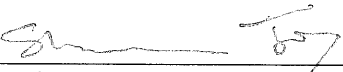
**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: 
County Administrator or Designee

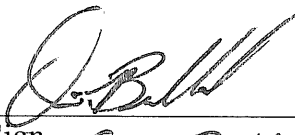
CITY OF RIVIERA BEACH

By: 
Ronnie Felder
Mayor

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESS:


Sign Oris Bullard
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Division Director