



**II. FISCAL IMPACT ANALYSIS**

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


Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	4,712,696				
External Revenue					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>4,712,696</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included In Proposed Budget?      Yes  X       No \_\_\_\_\_  
 Does this item include the use of federal funds?      Yes \_\_\_\_\_      No  X

Budget Account No.:  
 Fund 0001 Dept. 148 Unit 1221 Obj. 3401 Program Code N/A Program Period N/A  
 Fund 0001 Dept. 148 Unit 1223 Obj. 3401 Program Code N/A Program Period N/A

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

Source of Funding is Palm Beach County Ad Valorem dollars

DocuSigned by:  
  
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C. **Departmental Fiscal Review:** \_\_\_\_\_  
 Julie Dowe, Division Director II, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

Steve M... 9/15/2023      Dr. J. ... 9/11/23  
 OFMB MG 9/5      Contract Development and Control  
 7/25/23

**B. Legal Sufficiency:**

Stelene C. ... 9-12-23  
 Assistant County Attorney

**C. Other Department Review:**

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

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

## FIRST AMENDMENT

FIRST AMENDMENT TO CONTRACT FOR  
PROVISION OF SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated October 19, 2021 (R2021-1468), is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on October 19, 2021, the above named parties entered into a Contract for Provision of Services, (R2021-1468) (the Contract), in an amount not to exceed \$4,600,488.00 to provide Homeless Resource Center (HRC) operation services to individual Palm Beach County residents experiencing homelessness; and

WHEREAS, the need exists to amend the Contract to extend the term of the Contract, to update **ARTICLE 3 – SCHEDULE** and **ARTICLE 4 – PAYMENTS TO AGENCY**; revise **ARTICLE 15 – PROGRAMMATIC REQUIREMENTS** to replace paragraph 17 and add a new paragraph 24; and replace **Exhibit B** with **Exhibit B-1**.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on October 19, 2021 is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. The first sentence of **ARTICLE 3 – SCHEDULE** is amended to read as follows:

The term of this Contract shall be for one (1) year, starting October 1, 2021 (initial term) and will automatically renew for two (2) additional one (1) -year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

- III. The first two paragraphs in **ARTICLE 4 – PAYMENTS TO AGENCY** are amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Contract for services not exceed a total Contract amount of SIX MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$6,900,732.00) over a three-year period of which TWO MILLION THREE HUNDRED THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS AND ZERO CENTS (\$2,300,244.00) is budgeted in Fiscal Year 2023, with an anticipated annual allocation of TWO MILLION THREE HUNDRED THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS AND ZERO CENTS (\$2,300,244.00) to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B-1** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

IV. Paragraph 17 of **ARTICLE 15 – PROGRAMMATIC REQUIREMENTS**, shall be replaced in its entirety with the following:

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:

- a. Racial Equity Training;
- b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational
- c. Interviewing training;
- d. Cultural Competency training; and
- e. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

Agency can obtain a list of training resources on the FAA webpage.

V. A new Paragraph 24 is added to **ARTICLE 15 – PROGRAMMATIC REQUIREMENTS**, as follows:

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:

- a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

VI. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

**ATTEST:**

**Joseph Abruzzo, Clerk of the Circuit Court  
and Comptroller  
Palm Beach County**

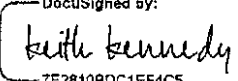
**PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

**BY** \_\_\_\_\_  
**Deputy Clerk**

**BY** \_\_\_\_\_  
**Gregg K. Weiss, Mayor**

**AGENCY:**

**Gulfstream Goodwill Industries, Inc.**

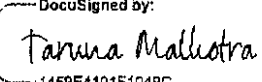
**BY:**   
\_\_\_\_\_  
**AGENCY'S Signatory Name**

**Keith Kennedy**  
\_\_\_\_\_  
**AGENCY'S Signatory Name Typed**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

  
\_\_\_\_\_  
**Assistant County Attorney**

  
\_\_\_\_\_  
**Taruna Malhotra, Assistant Director  
Community Services Department**

**FY 2022-2024 HOMELESS RESOURCE CENTER (HRC) OPERATION  
UNITS OF SERVICE RATE AND DEFINITION**

**Agency Name:** Gulfstream Goodwill Industries, Inc.  
**Program Name:** Lewis Center HRC operations

Description	Total FY 2022	Total FY 2023	Total FY 2023	Total 3 Year Contract Amount
The provision of HRC Lewis Center Operations as described in <b>EXHIBIT A</b> will be reimbursed based on actual costs plus 10% admin.	\$2,300,244	\$2,300,244	\$2,300,244	\$6,900,732

For all service categories listed above, expenses (including 10% admin), will be reimbursed at the actual cost of services listed in the monthly submission as evidenced by agency general ledger or other proof of payment documents.



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001875	Guifstream Goodwill Industries, Inc.	Modified	Compliant					R2022-1149	Community Based Agency Contract/Supervised Release
		Ag , XIV	Market Global Reinsurance Company	FITXS339302023	6/1/2023	6/1/2024	Excess Liability		
		Ag , XIV	Market Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	General Liability		
		Ag , XIV	Market Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	Sexual Molestation		
		Ag , VIII	Benchmark Insurance Company	FITWC339302023	6/1/2023	6/1/2024	Workers Comp		

**Risk Profile :** Standard - General Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**

SECOND AMENDMENT

SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated April 7, 2020 (R2020-0388), is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on April 7, 2020, the above named parties entered into a Contract for Provision of Services, (R2020-0388) (the Contract), in an amount not to exceed \$2,550,998 to provide temporary emergency shelter to homeless residents of Palm Beach County; and

WHEREAS, on April 6, 2021, the above named parties entered into a First Amendment (R2021-0415) to align the term to align with COUNTY's fiscal years (FY), provide for automatic renewal terms for FY 2021, FY 2022 and FY 2023; replace EXHIBIT B with EXHIBIT B1 – Unit of Service and Budget Allocation; revise ARTICLE 8 – INDEMNIFICATION; revise ARTICLE 22 – EXCUSEABLE DELAYS; and add ARTICLE 38 – E-VERIFY EMPLOYMENT ELIGIBILITY.

WHEREAS, the need exists to amend the Contract to extend the term of the Contract, to update ARTICLE 3 – SCHEDULE and ARTICLE 4 – PAYMENTS TO AGENCY; revise ARTICLE 15 – PROGRAMMATIC REQUIREMENTS to replace paragraph 17 and add a new paragraph 24; and replace EXHIBIT B-1 with EXHIBIT B-2.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on April 7, 2020 is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. The first sentence of ARTICLE 3 – SCHEDULE is amended to read as follows:

The term of this Contract shall be for five (5) months and twenty-three (23) days beginning April 7, 2020, and ending September 30, 2020. This contract shall automatically renew for four (4) additional one (1) additional one (1) year term(s) (renewal term), beginning October 1, 2020 and ending September 30, 2024.

- III. The first two paragraphs in ARTICLE 4 – PAYMENTS TO AGENCY are amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Contract for services not exceed a total Contract amount of TEN MILLION THREE HUNDRED NINETY SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$10,396,484) over a four-year five (5) month and twenty-three (23) days period of which SEVEN FORTY SIX



DOLLARS (\$746,676) was expended in Fiscal Year 2020, with an anticipated annual allocation of TWO MILLION FOUR HUNDRED TWELVE THOUSAND FOUR HUNDRED AND FIFTY-TWO DOLLARS (\$2,412,452) to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in EXHIBIT B-2 for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

IV. Paragraph 17 of **ARTICLE 14 – AGENCY’S PROGRAMMATIC REQUIREMENTS**, shall be replaced in its entirety with the following:

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:

- a. Racial Equity Training;
- b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing training;
- c. Cultural Competency training; and
- d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

Agency can obtain a list of training resources on the FAA webpage.

V. A new Paragraph 24 is added to **ARTICLE 14 – AGENCY’S PROGRAMMATIC REQUIREMENTS**, as follows:

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:

- a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
- b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

VI. The first sentence of **EXHIBIT A – SCOPE OF WORK, Service, Case Management** section shall be replaced with the following:

- AGENCY will complete full SPDAT within five (5) days of admission, based on client cooperation.

VII. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court  
and Comptroller  
Palm Beach County

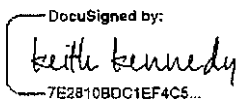
PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Gregg K. Weiss, Mayor

AGENCY:

Gulfstream Goodwill Industries, Inc.


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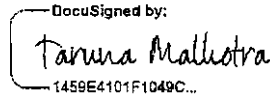
AGENCY'S Signatory Name

Keith Kennedy  
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

Assistant County Attorney 

 1459E4101F1049C...  
Taruna Malhotra, Assistant Director  
Community Services Department

**FY 2020-2024 HOMELESS RESOURCE CENTER (HRC) OPERATION  
UNITS OF SERVICE RATE AND DEFINITION**

**Agency Name:** Gulfstream Goodwill Industries, Inc.  
**Program Name:** Lewis Center HRC operations

Description	Total FY 2020	Total FY 2021	Total FY 2022	Total FY 2023	Total FY 2024	Total 5 Year Contract Amount
The provision of HRC Lewis Center Operations as described in EXHIBIT A will be reimbursed based on actual costs plus 10% admin.	\$746,676	\$2,412,452	\$2,412,452	\$2,412,452	\$2,412,452	\$10,396,484

For all service categories listed above, expenses (including 10% admin), will be reimbursed at the actual cost of services listed in the monthly submission as evidenced by agency general ledger or other proof of payment documents.



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
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		Ag , XIV	Markel Global Reinsurance Company	FITXS339302023	6/1/2023	6/1/2024	Excess Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	General Liability		
		Ag , XIV	Markel Global Reinsurance Company	FITGL339302023	6/1/2023	6/1/2024	Sexual Molestation		
		Ag , VIII	Benchmark Insurance Company	FITWC339302023	6/1/2023	6/1/2024	Workers Comp		

**Risk Profile :** Standard - General Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**