PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting	Date:	09/12/2006

[X] Consent [] Ordinance] Regular] Public Hearing

Agenda Item No.

Department: Submitted By: Submitted For:

PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

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I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: (a) a contract with the Comprehensive Alcoholism Rehabilitation Program, Inc. (CARP), a not-for-profit agency (per County Purchasing Ordinance 96-17), for an amount not to exceed \$78,971 for the period September 12, 2006 through June 30, 2007, to expand the Homeless/Substance Abuse Residential Assessment Program and (b) a budget transfer in the amount of \$78,971 in the Drug Abuse Trust Fund (1470).

SUMMARY: On July 10, 2006, the Executive Committee of the Criminal Justice Commission (CJC) approved the use of \$78,971 from the Drug Abuse Trust Fund to expand the CARP Homeless Residential Assessment Program (Program) by three (3) beds. The Program has been used extensively as a drop-off center by law enforcement agencies and homeless persons who have voluntarily accessed triage services and residential support available to address their immediate needs. It is the only program of its kind operating to meet the immediate needs of the County's homeless population. <u>Countywide</u> (DW)

BACKGROUND AND POLICY ISSUES: Comprehensive Alcohol Rehabilitation Program (CARP), Inc., was founded in 1967 as a private nonprofit corporation dedicated to providing treatment for indigent alcoholics. The present Executive Director, Robert Bozzone, has been employed since 1974. The mission of CARP is to provide prevention, education and treatment services through a Continuum of Care, to individuals and families affected by alcoholism and drug dependency to achieve abstinence based recovery. The Homeless Coalition of Palm Beach County began the process of designing a program for homeless individuals which identified chronic substance abuse as the primary factor leading to their homelessness. CARP, Inc. was recruited to utilize its existing Medical Admissions Program and newly renovated 12-bed residential facility to meet this need in the community. Based upon estimates from the 2004 Palm Beach County Bed and Gaps Analysis, provided by the Homeless Coalition of Palm Beach County, there were approximately 67,981 homeless individuals in Florida and 3,930 homeless in Palm Beach County. In 2005, the estimate is that 83,391 persons are homeless in Florida on any given day, 2,697 of whom are in Palm Beach County. The Board of County Commissioners approved \$108,531 on September 14, 2004 (R2004-1916) to provide start-up costs for the first several months of first year operations of the Program. During the first year, the Program served approximately 561 homeless or those at imminent risk of becoming homeless clients. Due to the high rate of utilization of the Program, CARP has expanded the program by three (3) beds. The approval of this contract will assist in funding the expansion of the residential beds to accommodate the need.

Attachments:

- 1. 3 Original Contracts with CARP, Inc.
- 2. Budget Transfer (Fund 1470)

RECOMMENDED BY:	L.D.C. Z	8/11/01
RECOMMENDED BT:_	DEPARTMENT DIRECTOR (final 1)	DATE
APPROVED BY:	Bulalan	
	ASSISTANT COUNTY ADMINISTRATOR	DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year		2006	2007	2008	2009	2010
Capital Expenditure Operating Costs	S	78,971				
External Revenues Program Income (C In-Kind Match (Cou						,
NET FISCAL IMPAC	T	<u>78,971</u>				
# ADDITIONAL FTE POSITIONS (Cumula	ative)	<u>0</u>	به ۱۹۰۹ - ۲۰۰۹ ۱۹۰۹ - ۲۰۰۹ - ۲۰۰۹ ۱۹۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲			
Is Item In Current B	udget?	Yes	*	No <u>X</u>		
Budget Account No Revenue Account		<u>1470</u> 1470	Agency <u>740</u> Agency 800	Org <u>2014</u> Org 8000	Object <u>8201</u> RSRC 8901	
B. Recommende	ed Sources (Of Funds	/Summary of Fig	scal Impact:		
Drug Abuse T	rust Fund:		, \$78	,971		
C. Departmenta	l Fiscal Revi	ew: <u> </u>	Sti			
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III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

OFM

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B. Legal Sufficiency:

06 **Assistant County Attorne**

REVISED 9/95 ADM FORM 01

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

506 Contract Development Conti

This Contract complies with our contract review requirements.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 12th day of September, 2006, 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 Comprehensive Alcoholism Rehabilitation Programs, Inc. (CARP) 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 59-1447364.

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

ARTICLE 1 - SERVICES

The SERVICE PROVIDER'S responsibility under this Contract is to provide monthly reimbursement invoices to list costs to expand the Homeless Residential Assessment Program by three (3) beds, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be L. Diana Cunningham, telephone no. (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Robert Bozzone, telephone no. (561) 844-6400, ext. 220.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on the date of execution of this agreement and complete all services by June 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A". Costs are shown in Exhibit "B".

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of seventy eight thousand, nine hundred and seventy one dollars (\$78,971). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state <u>"final invoice"</u> on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERIVCE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERIVCE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVCIE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The 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. The SERIVCE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER 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, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal

for SBE participation of 15% on all County solicitations.

The SERIVCE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER'S contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERIVCE PROVIDER. The SERIVCE PROVIDER shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. <u>Commercial General Liability</u> SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. <u>Business Automobile Liability</u> SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. <u>Worker's Compensation Insurance & Employers Liability</u> SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. <u>Professional Liability</u> SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER

shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

F. <u>Additional Insured</u> SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.

G. <u>Waiver of Subrogation</u> SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should SERVICE PROVIDER enter into such an agreement on a pre-loss basis.

<u>Certificate(s) of Insurance</u> Prior to execution of this Contract, SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

> Palm Beach County c/o L. Diana Cunningham, Executive Director Criminal Justice Commission 301 North Olive Avenue, Suite 1001 West Palm Beach, FL 33401

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<u>Umbrella or Excess Liability</u> If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability.

The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. <u>**Right to Review**</u> COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall

preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERIVCE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

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, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Diana Cunningham, Executive Director Criminal Justice Commission 301 North Olive Avenue, Suite 1001 West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, Florida 33401

If sent to the Service Provider, notices shall be addressed to:

Robert Bozzone, Executive Director & CEO Comprehensive Alcoholism Rehabiliation Programs, Inc. P.O. Box 2507 West Palm Beach, FL 33402

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

By:

Deputy Clerk

By:_

Tony Masilotti Chairman

Robert Bozzone

Executive Director & CEO

COMPREHENSIVE ALCOHOLISM REHABILIATAION PROGRAMS, INC.

WITNESS:

anature

Michele Leigh J

Name (type or print)

Indi Signature

aca

MANDI SMI Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

< By County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By

L. Diana Cunningham Executive Director

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EXHIBIT "A"



Comprehensive Alcoholism Rehabilitation Programs, Inc. 5410 East Avenue • P.O. Box 2507 • West Palm Beach, Florida 33402 • (561) 844-6400 • Fax (561) 844-7575

Treatment Works!

April 21, 2006

Ms. L. Diana Cunningham Palm Beach County Criminal Justice Commission 301 N. Olive Avenue, #1001 West Palm Beach, FL 33401

Dear Ms. Cunningham:

Please accept my sincere appreciation for the funding support that Palm Beach County Criminal Justice Commission provided last year to help fund the program's start-up costs for the first several months of first-year operations of the Comprehensive Alcoholism Rehabilitation Programs (CARP), Inc. Homeless Residential Assessment Program.

This program has just completed its first year of operation and has delivered services to approximately 561 persons, surpassing the program goals for the number of homeless persons expected to be served. Due to the high rate of utilization of this program, CARP, Inc. has expanded the program by three (3) beds. Enclosed you will find a Summary Proposal, which I would like to, respectfully submit, to request support of the Palm Beach County Criminal Justice Commission in the amount of \$78,971, to assist in funding the expansion of residential beds to accommodate the need. The support of the Criminal Justice Commission will help enable CARP, Inc. to sustain this program capacity. I would look forward to a decision on or before our fiscal year ends on June 30, 2006.

The Homeless Residential Assessment Program has been used extensively as a drop-off center by the Sheriff's Department, local law enforcement and homeless persons who have voluntarily accessed triage services and residential supports available to address their immediate needs, 24 hours a day, 7 days each week. This program has filled a vital service gap in the Homeless Provider Network, and has played an important role in bringing community services and resources together to benefit the homeless of our community.

I have also enclosed a Homeless Residential Assessment Program brochure for your review. Please do not hesitate to contact me at (561) 844-6400, ext. 220, if I can provide you with any further information about this program. Thank you for your thoughtful consideration of this request. I look forward to hearing from you.

Sincerely,

Robert P. Bozzone MS, MS, LMHC, CAP, MAC Executive Director and CEO





EXNIBIT "A"

Comprehensive Alcoholism Rehabilitation Programs, Inc.



Summary Proposal

To the

Palm Beach County Criminal Justice Commission

Homeless/Substance Abuser Residential Assessment Program

FY 2005/2006

STATEMENT OF NEED

Evidence of community need for a Homeless/Substance Abuser Residential Assessment Center was originally established by the Homeless Coalition of Palm Beach County, who originally began the process of designing a program for homeless individuals by developing an infrastructure with several partners who were recruited to perform various functions necessary to the project. Comprehensive Alcoholism Rehabilitation Programs (CARP), Inc. was recruited to utilize its existing Medical Admissions Program and newly renovated12-bed residential facility to benefit homeless residents with or without substance abuse problems.

Homeless Statistics

Based upon estimates from the 2004 Palm Beach County Bed and Gaps Analysis, provided by the Homeless Coalition of Palm Beach County, there were approximately 67,981 homeless individuals in Florida, and 3,930 homeless in Palm Beach County, alone. In 2005, the estimate is that 83,391 persons are homeless in Florida on any given day, 2,697 of whom are in Palm Beach County. OF those, it is estimated that fully 944 of Palm Beach County homeless have identified chronic substance abuse as the primary factor leading to their homelessness.

Homeless Served by CARP, Inc.

In the first year of operation of the Homeless Residential Assessment Program, CARP, Inc. served approximately 561 homeless or those at imminent risk of becoming homeless clients, the majority of which, presented with a primary diagnosis of substance abuse.

Conclusion

The CARP, Inc. Homeless Residential Assessment Program is the only program of its kind operating to meet the immediate needs of Palm Beach County's homeless population. In its first year of operation, the Homeless Residential Assessment Program functions as a police drop-off center and voluntary homeless clients, and those individuals referred by agencies within the homeless provider network also use these services. Counselors in the program work diligently to case manage these clients and secure effective linkages with the provider that was best suited to handle the individual's specific needs. Residential supports were funded up to 30 days, length of stay, for those clients difficult to place or who had substance abuse problems. Community agencies have responded positively to the program and regularly utilize its services.

FUNDING REQUEST

Comprehensive Alcoholism Rehabilitation Programs (CARP), Inc. respectfully requests funding from the Criminal Justice Commission in the amount of \$78,971 to assist in funding the expansion of residential beds, from 12 to 15 beds, for the Homeless Residential Assessment Program. As the Palm Beach County Criminal Justice Commission previously funded a grant to support the first year of operation, utilization of the program greatly exceeds current capacity. CARP, Inc has contributed three (3) additional beds to accommodate the need, but must request funding support from the Criminal Justice Commission to sustain this program capacity. This grant would be expensed before the end of the fiscal year on June 30, 2006.

PROGRAM DESCRIPTION

The Homeless Residential Assessment Program is the only service of its kind in Palm Beach County. The program functions as a homeless Law-Enforcement Drop-Off Center and has been used extensively by the Sheriff's Department and local municipalities. This program is the only place where a homeless person can come for help, without an appointment, be seen by a counselor for a thorough assessment, and have their most basic needs met. The project is an innovative program, serving homeless and homeless/substance abuser individuals in Palm Beach County. It is licensed by the Florida Department of Children and Families as a Residential Level IV facility. The program includes:

- 12 beds for adult male homeless, substance abusing clients.
- 3 additional beds for adult female homeless, substance abusing clients, currently provided by CARP, Inc.
- It is conducted in two phases.

Phase I Services

- Consists of non-medical triage services
- Length of service is 1 to 3 days
- Serves adult homeless clients
- Services include:
 - Screening of clients presenting problems
 - Stabilization of client behaviors
 - Referral linkage of the client to the least restrictive, most appropriate level of care.
- Services are available seven (7) days a week, on a first come, first serve basis and may include:
 - Chemical abuse/dependency screening
 - ASAM criteria assessment
 - Nursing assessment
 - Physical examination
 - Medical history
 - HIV risk assessment
 - Basic life skills assessment
 - Financial resource assessment
 - Psychiatric examination (if necessary)
 - Case management and emergency basic hygiene/life care supports.

Phase II Services

- Provides residential support
- Length of service is 1 to 30 days
- Serves adult homeless clients with chemical dependency problems
- Licensed by the State of Florida, Department of Children and Families as a Level IV Residential Substance Abuse Program
- Services Include:
 - Structured therapeutic program regime
 - Case management

Medical Emergency:

This program is located in the same facility as the medical detoxification program, which is staffed with medical personnel 24 hours/7 days per week, available to provide immediate assistance as requested by program staff. Additionally, staff could call 911.

Unexpected Need:

Staff would utilize internal/external referral network to link client with appropriate community service

Disaster:

Staff would follow CARP, Inc.'s Disaster Plan, under the direction of the Executive Director

Minimum Qualifications for Each Type of Service Delivery Position

Program Director: Requires at least an MS, CAP or License in the State of Florida. Counselor: Requires Masters Degree. Resident Manager: Requires a High School diploma. Maintenance Worker: Requires a High School diploma.

Medical Records Worker: Requires a High School diploma.

Client to Staff Ratio

Client to staff ratio of 6:1 is consistent with 65D-30 and FL Statute 397 requirements and in accordance with the funding awarded.

Projected Number of Clients to be served

Number of Clients Served in the First Year of Operation: 561.

Original Estimate of Number of Clients Served in First Year: 372.



PBC CRIMINAL JUSTICE COMMISSION

EXHIBIT "B"

FINANCIAL APPLICATION Homeless Assessment Center

34- 1	Homeless Assessment Center	Current Budget 12 Bed Program	Expanded Budget 15 Bed Program	Variance
REVE	NUE AND FUNDS			
1	Palm Beach County FAA	\$367,680	\$367,680	
2	PBC Criminal Justice Commission		\$78,971	\$78,971
3	Contributions and Donations	\$43,800	\$43,800	
4	Community Chest Palm Beach	\$8,000	\$8,000	
5	In Kind Donations & Other Revenue	\$130,298	\$172,809	\$42,511
6	Total All Revenue and Fund Balance	\$549,778	\$671,260	\$121,482
PERS	SONNEL EXPENSES			
7	1. Salaries	\$248,781	\$310,976	\$62,195
8	2. Fringe Benefits	\$71,764	\$89,705	\$17,941
9	TOTAL PERSONNEL EXPENSES	\$320,545	\$400,681	\$80,136
		Act 0.17		
10	1. Building Occupancy	\$57,847	\$57,847	n/a
11	2. Professional Services	\$14,172	\$17,715	\$3,543
12	3. Travel	\$1,235	\$1,544	\$309
13	4. Equipment	\$1,823	\$2,279	\$456
14	5. Food Services	\$23,212	\$29,015	\$5,803
15	6. Medical And Pharmacy	\$13,210	\$16,512	\$3,302
16	8. Insurance	\$11,892	\$14,865	\$2,973
17	9. Interest Expense	\$17,040	\$17,040	n/a
18	10. Operating Supplies & Expenses	\$15,357	\$19,196	\$3,839
19	11. Other	\$4,196	\$5,245	\$1,049
20	12. Donated Items	\$5,400	\$5,400	n/a
21	TOTAL OTHER EXPENSES	\$165,384	\$206,730	\$41,346
22	TOTAL PERSONNEL & OTHER EXPENSES	\$485,929	\$607,411	\$121,482
23	ADMINISTRATIVE COST DISTRIBUTION	\$63,849	\$63,849	and the state of the
24	TOTAL PROJECTED PROGRAM BUDGET	\$549,778	\$671,260	\$121,482
07				
25	Utilization	85.00%	85.00%	n/a

			and the second sec	
25	Utilization	85.00%	85.00%	n/a
26	Number of Beds in Program	12	15	3
27	Per Bed Per Day Cost	\$147.67	\$144.24	(\$3.43)

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NOTES:

Budget Request is based on the cost of 3 additional beds in the program. The cost per unit will decrease based on economy of scale. The request is to cover 50% of the cost of the 3 new beds at 100% occupancy.

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				GENERAL AGGREGATE	\$3,000,000
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BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

FUND 1470 - Drug Abust Trust Duns

Page 1 of 1 BGEX-767-081106500000000002000

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
EXPENDITURES								
740-2014-8201	Contributions - Non-Govts Agencies	40,000	40,000	78,971		118,971		
<u>Reserves</u> 740-9900-9902	Operating Reserves	0	217,117		78,971	138,146		
	TOTAL EXPENDITURES	189,000	406,117	78,971	78,971	406,117		

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

	Signatures	Date
	L.D. Comment	× /14/06
mg	And I	8-21-06
8/17/06		

By Board of County Commissioners At Meeting of

Deputy Clerk to the Board of County Commissioners