

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2010

<input checked="" type="checkbox"/> [X] Consent	<input type="checkbox"/> [] Regular
<input type="checkbox"/> [] Ordinance	<input type="checkbox"/> [] Public Hearing

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

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: An Amendment to the contract (R2010-0648) with ASPIRA of Florida, Inc. to extend the expiration date from September 30, 2010 to December 31, 2010 to support the ASPIRA REACH Program (ARP).

SUMMARY: The Criminal Justice Commission (CJC) recommended the use of \$98,000 from the American Recovery and Reinvestment Act – Justice Assistance Grant (ARRA JAG) Fund. ASPIRA of Florida, Inc. is a not-for-profit agency providing renewal and enhancement services to high-risk youth to increase pro-social behaviors and improve participant school attendance by the end of the project. Countywide (GB)

BACKGROUND AND POLICY ISSUES:

On October 1, 2009 the Criminal Justice Commission (CJC) entered into a Contract with ASPIRA of Florida, Inc. to provide renewal and enhancement services to high-risk youth, under the ASPIRA REACH Program. ASPIRA of Florida, Inc., agreed to provide: services to 60 high risk, mostly Hispanic youth attending John I Leonard High School and Lake Worth High School located in high crime zip codes of 33461, 33460 and 33463. The total amount to be paid by the Justice Assistance Grant under this contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total of ninety-eight thousand dollars (\$98,000).

Attachments:

- 1. 1ST Amendment to Contract with ASPIRA of Florida, Inc. (3)**

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE _____

APPROVED BY:

ASSISTANT COUNTY ADMINISTRATOR

DATE _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
POSITIONS (Cumulative)	-	_____	_____	_____	_____

Is Item in ~~Current~~ Budget? Yes _____ No X

Budget Account No: Fund _____ Agency _____ Org _____ Object _____

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

Unexpended funds from the ARRA JAG grant will be administratively carried forward to FY 2011.

C. Departmental Fiscal Review: mg 10/19/10

III. REVIEW COMMENTS

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

OFMB [Signature]
 JB 10/27/10
 AD 10/26/10
 10/25/10

[Signature] 11/11/10
 Contract Development & Control
 E. Jones 11/11/10

**This amendment complies with
our review requirements.**

B. Legal Sufficiency:

[Signature] 11/5/10
 Assistant County Attorney

**FIRST AMENDMENT TO CONTRACT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY,
FLORIDA AND ASPIRA OF FLORIDA, INC.
WEST PALM BEACH, FLORIDA**

THIS Amendment is made the 16th day of November, 2010 to the Agreement of October 1, 2009 (Resolution No. 2010-0648) by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and ASPIRA of Florida, Inc., a not-for-profit corporation authorized to do business in the State of Florida, (hereafter referred to as the SERVICE PROVIDER), whose Federal I.D. is 59-2105537.

WITNESSETH

WHEREAS, the Criminal Justice Commission has recommended the use of American Recovery and Reinvestment Act Grant funds to support the partnership by providing funds to the SERVICE PROVIDER; and

WHEREAS, the COUNTY agreed to reimburse the SERVICE PROVIDER in an amount not to exceed \$98,000.00 from October 1, 2009 through September 30, 2010 for the ASPIRA REACH Program (ARP); and

WHEREAS, the ARP is proven successful based on current Department of Juvenile Justice (DJJ) IT Management Report showing 0% of participants referred to the juvenile justice system while in the program; and

WHEREAS, the grant will be used to pay for renewal and enhancement services to 60 high risk, mostly Hispanic youth attending high schools located in high crime zip codes; and

WHEREAS, the parties have entered into this Contract in order to formalize their relationship with respect to this grant; and

WHEREAS, the term of said Contract was from October 1, 2009 through September 30, 2010; and

WHEREAS, the ARP involved is ongoing and there are unexpended dollars through no fault of either party; and

WHEREAS, the parties mutually desire to extend the Contract until September 30, 2011.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

1. The Term of the Contract is amended to provide that the Contract shall continue until September 30, 2011;
2. The COUNTY'S representative/contract monitor during the term of this Contract shall be Michael L. Rodriguez, or his designee, whose telephone number is (561) 355-4943.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

All other provisions of said Contract are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51, this First Amendment shall not take effect until executed by the Service Provider and the COUNTY.

This Contract and First Amendment represents the entire understanding between the parties, and supersedes all other negotiations, representations, or contract, either written or oral, relating to this Contract.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

WITNESS:

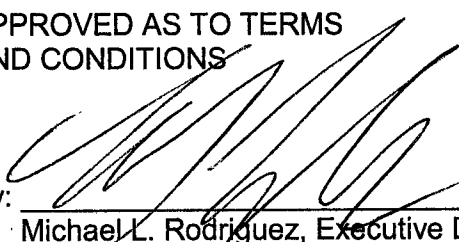
ASPIRA OF FLORIDA, INC.


Aymet Chaples, Interim President/CEO

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: 
Michael L. Rodriguez, Executive Director
Criminal Justice Commission



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2010

PRODUCER

NAUSCH, HOGAN & MURRAY
801 BRICKELL AVENUE
SUITE 2220
MIAMI, FL 33131

305-377-2975

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

ASPIRA OF FLORIDA, INC.
4100 NE 2ND AVE. SUITE 302
MIAMI, FL 33137

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: PHILADELPHIA INDEMNITY INSURANCE

INSURER B:

INSURER C: INSURANCE COMPANY OF STATE OF PENNSYLVANIA

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK585951	6/19/2010	6/19/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DRIVE OTHER CAR	PHPK585951	6/19/2010	6/19/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	PHUB311518	6/19/2010	6/19/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WC 006-51-8475	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER PROFESSIONAL LIABILITY	PHPK585951	6/19/2010	6/19/2011	\$1,000,000 EACH CLM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY WITH RESPECTS TO PROGRAM FUNDING SOURCE.

CERTIFICATE HOLDER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
301 NORTH OLIVE AVENUE
WEST PALM BEACH, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2008/01)

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