

Approved by:   
Assistant County Administrator



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	\$606,178				
External Revenues	<\$606,178>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

There will be no additional fiscal impact as a result of this agenda item. Re-entry services for \$97,400 will be accounted for in 1323-520-7687-3401 by the Public Defender's Office.

Departmental Fiscal Review: *mg 6/27/2011*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB

Contract Dev. and Control

### B. Legal Sufficiency:

Assistant County Attorney

This item complies with current  
County policies.

### C. Other Department Review:

Department Director

REVISED 9/95  
ADM FORM 01

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



**(Continued from page 1)**

The program is intended to reduce recidivism among transitioning offenders, reduce future victimization, enhance public safety and improve the lives of communities, victims and offenders. A sub-committee of the Reentry Task Force issued a Request For Services, reviewed applications and selected Gulfstream Goodwill Industries, Inc., The Lord's Place, Inc. and The City of Riviera Beach to provide Case Management, Employment Services, Transitional Housing and Ex-Offender Support Services to include Drug Treatment, Peer Support Groups, Family Reunification Events, Literacy Classes, GED Classes and Trade Education and Certification.



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

## GRANT ADJUSTMENT NOTICE

## Grantee Information

<b>Grantee Name:</b>	Palm Beach County	<b>Project Period:</b>	10/01/2010 - 09/30/2012	<b>GAN Number:</b>	007
<b>Grantee Address:</b>	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	<b>Program Office:</b>	BJA	<b>Date:</b>	05/26/2011
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Brenda Worthington		
<b>Grantee EIN:</b>	59-6000785	<b>Application Number(s):</b>	2010-H1924-FL-RE		
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2010-CZ-BX-0016		
<b>Project Title:</b>	Palm Beach County Comprehensive Inmate Security Project	<b>Award Amount:</b>	\$750,000.00		

## Change Project Period

<b>Current Grant Period:</b>	Month: 11 Day: 29	<b>New Grant Period:</b>	Month: 23 Day: 29
<b>Project Start Date:</b>	10/01/2010	<b>*New Project Start Date:</b>	10/01/2010
<b>Project End Date:</b>	09/30/2011	<b>*New Project End Date:</b>	09/30/2012

## \*Required Justification for Change Project Period:

Administrative issues delayed the start of activities associated with this project.

## Attachments:

Filename:	User:	Timestamp:
Project Timeline- Revised May 2011.docx	rwalker264	05/10/2011 1:21 PM

[Print](#)

## Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	05/26/2011 12:00 PM
Submitted	PO - Grant Manager	rwalker264	05/18/2011 12:56 PM
Draft	EXTERNAL - External User	rwalker264	05/10/2011 1:22 PM



## **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is made as of the First day of May, 2011, 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 GULF STREAM GOODWILL INDUSTRIES, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-1197040.

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

### **ARTICLE 1 - SERVICES**

The SERVICE PROVIDER's responsibility under this Contract is to provide Ex-Offender Reentry Services in Palm Beach County, 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 Craig Spatara, telephone number (561) 355-2326.

The SERVICE PROVIDER's representative/liaison during the performance of this Contract shall be Michele Carter, telephone number (561) 848-7200.

### **ARTICLE 2 - SCHEDULE**

The SERVICE PROVIDER shall commence services on May 1, 2011 and complete all services by September 30, 2012.

Reports and other items/data shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

### **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 One Hundred Twenty Five Thousand Three Hundred and Ninety-One Dollars (\$125,391.00). 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 are 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. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute the 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, overhead 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 SERVICE 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 SERVICE 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 B, 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 SERVICE 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 SERVICE 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 SERVICE 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-MWBE 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not 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. The 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. The 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 the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** The 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. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability; or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 the SERVICE PROVIDER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the 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, the SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** The 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." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The 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 the 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 the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the 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 Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401



- I. **Umbrella or Excess Liability** If necessary, the 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. **Right to Review** 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**

The 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 the 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 judgment 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'S 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, judgment, 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 SERVICE 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 - DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, SECOND CHANCE ACT (SCA)**

The SERVICE PROVIDER agrees to be bound by the requirements of the Department of Justice, Second Chance Act Grant Program (SCA) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Contract.

#### **ARTICLE 21 - PROGRAMMATIC REQUIREMENTS**

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the Criminal



Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Contract is in effect. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. The SERVICE PROVIDER will reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to have been misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects The SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

## **ARTICLE 22 - 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the



production of records, and to audit, investigate, monitor, and inspect the activities of the SERVICE PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 23 - NONDISCRIMINATION**

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

#### **ARTICLE 24 - 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 25 - 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 26 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, GULFSTREAM GOODWILL INDUSTRIES, Inc. 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 27 - 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 28 - 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:

Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

With copy to:

ATTN: Gentry Benjamin  
Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Kathy Spencer, Vice President of Program Services  
Gulfstream Goodwill Industries, Inc.  
1715 Tiffany Drive East  
West Palm Beach, Florida 33407

#### **ARTICLE 29 - 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 27- Modifications of Work.



### **ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK**

The 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 PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The SERVICE PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all SERVICE PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

### **ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:**

The 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. The 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.

**REMAINDER OF 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 the SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

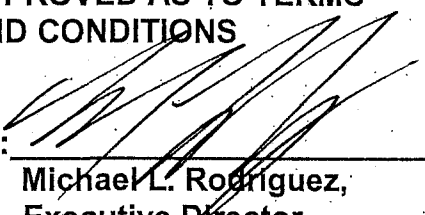
Gulfstream Goodwill Industries, Inc.

By: Marvin A. Tanck  
Marvin Tanck, President and CEO

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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



## SCOPE OF WORK

*Scope of Work pertaining to the 2011 Contract between Gulfstream Goodwill Industries, Inc. and the Criminal Justice Commission of Palm Beach County.*

*Effective date: May 1, 2011*

### Objective

The Criminal Justice Commission (CJC) created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, the PROGRAM, with a goal of reducing recidivism by 50% over 5 years for 325 inmates returning from the Florida Department of Corrections through the Sago Palm Reentry Center.

### Services

Gulfstream Goodwill Industries, Inc. will:

- Provide a Case Manager who will provide case management for 108 Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, by referring Ex-Offenders to outside service providers.
- Make the Case Manager available for meetings, trainings or events at the RESTORE Program Managers discretion.

### Evaluation/Data Collection

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

-Gulfstream Goodwill Industries, Inc. will collect and provide the following data on a monthly basis for each Ex-Offender that they serve:

#### Demographic Data

Participant Name

Release Date

Time Served (In Months)

Age

Race

Gender



City Returning to  
Risk Level (LSI-r Score)

**Amount of Funds Used For**

Transitional Housing  
Treatment Services  
Peer Mentoring  
Bus Passes  
Family Reunification  
Literacy and GED Classes  
Trade Education and Certification  
On the Job Training  
Case Management Hours  
ID's and Other Official Documents  
In-Kind Costs

**Performance Measurement Tool Requirements**

Program Exit Date  
Successful or Unsuccessful Exit  
Unsuccessful Exit Reason  
Number that Obtained Employment  
Number that kept employment 6 months  
Obtained GED High School Diploma, College Degree  
Number that have Child Support required  
Number that paid Child Support  
Number that have Court fees and Fines required  
Number that paid Court Fees and Fines  
Number that have Restitution required  
Number that paid Restitution  
Other offense related debts required  
Other offense related debt paid



Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
<b>A. PERSONNEL</b>	
<b>1. Case Manager</b>	
<i>The Case Manager will have primary responsibility for case managing Ex-Offenders assigned through the RESTORE Initiative. They will also be responsible for facilitating "Ex-Offender Support Services" and Transitional Housing.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$39,520</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x 27%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$10,670</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$50,190</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Case Manger (Reimburse \$.51 per mile x 2,353 miles)	
	<b>\$1,200</b>
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$1,200</b>
<b>D. SUPPLIES</b>	
1. Computer for Case Manager	
	<b>\$1,214</b>
2. Bus Passes	
	<b>\$2,666</b>
<b>SUB-TOTAL SUPPLIES</b>	<b>\$3,880</b>
<b>E. OTHER</b>	
1. Transitional Housing	
	<b>\$39,575</b>
2. Ex-Offender Support Services	
	<b>\$30,546</b>
<b>SUB-TOTAL OTHER</b>	<b>\$70,121</b>



Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$39,520
B. FRINGE BENEFITS	\$10,670
C. TRAVEL/TRAINING	\$1,200
D. SUPPLIES	\$3,880
E. OTHER	\$70,121
TOTAL PROJECT BUDGET	\$125,391



*SPECIAL CONDITIONS*

- 1) The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- 2) The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
- 3) The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
- 4) Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
- 5) The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by-

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig\\_hotline@usdoj.gov](mailto:oig_hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

- 6) Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 7) The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
- 8) The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



- 9) Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
- 10) The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
- 11) Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- 12) Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.
- 13) Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
- 14) With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

- 15) Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
- 16) All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
- 17) The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
- 18) Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



## **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is made as of the First day of May, 2011, 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, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-2240502.

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

### **ARTICLE 1 - SERVICES**

The SERVICE PROVIDER's responsibility under this Contract is to provide Ex-Offender Reentry Services in Palm Beach County, 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 Craig Spatara, telephone number (561) 355-2326.

The SERVICE PROVIDER's representative/liaison during the performance of this Contract shall be Daniel Gibson, telephone number (561) 537-4670.

### **ARTICLE 2 - SCHEDULE**

The SERVICE PROVIDER shall commence services on May 1, 2011 and complete all services by September 30, 2012.

Reports and other items/data shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

### **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 Two Hundred Seventeen Thousand Nine Hundred and Ninety-Five Dollars (\$217,995.00). 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 are 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. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute the 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, overhead 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 SERVICE 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 SERVICE 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 B, 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 SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not 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. The 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. The 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 the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** The 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. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 the SERVICE PROVIDER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the 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, the SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** The 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." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The 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 the 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 the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the 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 Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401



- I. **Umbrella or Excess Liability** If necessary, the 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. **Right to Review** 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**

The 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 the 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 judgment 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'S 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, judgment, 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 SERVICE 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 – DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, SECOND CHANCE ACT (SCA)**

The SERVICE PROVIDER agrees to be bound by the requirements of the Department of Justice, Second Chance Act Grant Program (SCA) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Contract.

## **ARTICLE 21 - PROGRAMMATIC REQUIREMENTS**

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the Criminal



Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Contract is in effect. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. The SERVICE PROVIDER will reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to have been misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects The SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

## **ARTICLE 22 - 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the



production of records, and to audit, investigate, monitor, and inspect the activities of the SERVICE PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 23 - NONDISCRIMINATION**

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

#### **ARTICLE 24 - 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 25 - 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 26 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, THE LORD'S PLACE, Inc. 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 27 - 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 28 - 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:

Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, Florida 33401

With copy to:

ATTN: Gentry Benjamin  
Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Daniel Gibson, Director of Continuous Quality Improvement  
The Lord's Place, Inc.  
2808 North Australian Avenue  
West Palm Beach, Florida 33407

#### **ARTICLE 29 - 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 27- Modifications of Work.



### **ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK**

The 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 PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The SERVICE PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all SERVICE PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

### **ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:**

The 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. The 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.

**REMAINDER OF 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 the SERVICE PROVIDER has hereunto set its hand the day and year above written.

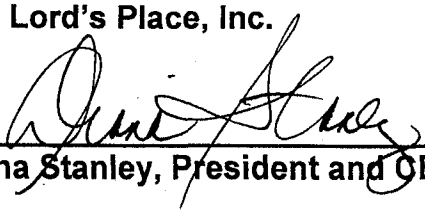
ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

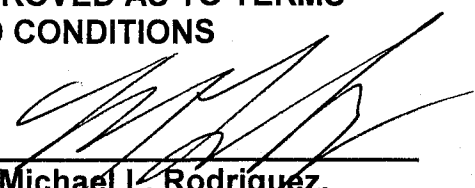
The Lord's Place, Inc.

By:   
Diana Stanley, President and CEO

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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



## SCOPE OF WORK

*Scope of Work pertaining to the 2011 Contract between The Lord's Place, Inc. and the Criminal Justice Commission of Palm Beach County.*

*Effective date: May 1, 2011*

### Objective

The Criminal Justice Commission (CJC) created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, the PROGRAM, with a goal of reducing recidivism by 50% over 5 years for 325 inmates returning from the Florida Department of Corrections through the Sago Palm Reentry Center.

### Services

The Lord's Place, Inc. will:

- Provide a Case Manager who will provide case management for 108 Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide Employment Coordination for all Ex-Offenders referred through the RESTORE Initiative.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Implement an On-The-Job Training Program for RESTORE Participants.
- Facilitate "Ex-Offender Support Services" to include Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, by referring Ex-Offenders to outside service providers.
- Make the Case Manager and Employment Coordinator available for meetings, trainings or events at the RESTORE Program Managers discretion.

### Evaluation/Data Collection

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

-The Lord's Place, Inc. will collect and provide the following data on a monthly basis for each Ex-Offender that they serve:



**Demographic Data**

Participant Name  
Release Date  
Time Served (In Months)  
Age  
Race  
Gender  
City Returning to  
Risk Level (LSI-r Score)

**Amount of Funds Used For**

Transitional Housing  
Treatment Services  
Peer Mentoring  
Bus Passes  
Family Reunification  
Literacy and GED Classes  
Trade Education and Certification  
On the Job Training  
Case Management Hours  
ID's and Other Official Documents  
In-Kind Costs

**Performance Measurement Tool Requirements**

Program Exit Date  
Successful or Unsuccessful Exit  
Unsuccessful Exit Reason  
Number that Obtained Employment  
Number that kept employment 6 months  
Obtained GED High School Diploma, College Degree  
Number that have Child Support required  
Number that paid Child Support  
Number that have Court fees and Fines required  
Number that paid Court Fees and Fines  
Number that have Restitution required  
Number that paid Restitution  
Other offense related debts required  
Other offense related debt paid



Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
<b>A. PERSONNEL</b>	
1. Case Manager- Case manage Ex-Offenders referred through RESTORE and facilitate Support Services	\$39,520
2. Employment Coordinator-Facilitate Employability programs for Ex-Offenders referred through RESTORE.	\$39,520
<b>SUB-TOTAL PERSONNEL</b>	<b>\$79,040</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x 27% x 2 Positions	
<b>SUB-TOTAL BENEFITS</b>	<b>\$21,340</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$100,380</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Case Manger (Reimburse \$.51 per mile x 2,353 miles) and	
1 Employment Coordinator (Reimburse \$.51 per mile x 2,353 miles)	\$2,400
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$2,400</b>
<b>D. SUPPLIES</b>	
1. Computers for Case Manager and Employment Coordinator	\$2,428
2. Bus Passes	\$2,666
<b>SUB-TOTAL SUPPLIES</b>	<b>\$5,094</b>
<b>E. OTHER</b>	
1. Transitional Housing	\$39,575
2. Ex-Offender Support Services	\$30,546
3. On-The-Job Training Stipends	\$40,000
<b>SUB-TOTAL OTHER</b>	<b>\$110,121</b>



Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$79,040
B. FRINGE BENEFITS	\$21,340
C. TRAVEL/TRAINING	\$2,400
D. SUPPLIES	\$5,094
E. OTHER	\$110,121
TOTAL PROJECT BUDGET	



**INTERLOCAL AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA, AND  
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the First day of May, 2011 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 the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

**WHEREAS**, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Criminal Justice Commission (CJC), received a Second Chance Act (SCA) grant from the Department of Justice in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000); and

**WHEREAS**, the CITY has presented a proposal to initiate a partnership in accordance with the Regional and State Transitional Offender Reentry (RESTORE) Initiative; and

**WHEREAS**, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit B, up to the amount of One Hundred Sixty Five Thousand Three Hundred Ninety-Two Dollars (\$165,392) from May 1, 2011 through September 30, 2012 for reentry efforts as outlined in the RESTORE Initiative and Scope of Work (Exhibit A); and

**WHEREAS** the CITY will provide services and expenditures in the targeted areas as set forth in Exhibits A and B.

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

**SECTION 1. PURPOSE and PAYMENT**

The CITY agrees that it shall provide case management, ex-offender support services,



transitional housing, and an on-the-job training program in partnership with the COUNTY and adhering to the concepts proposed by the CJC, outlined in the Palm Beach County Criminal Justice Commission's RESTORE Initiative and Scope of Work in Exhibit A. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit B for the Program in a total amount not to exceed \$165,392.

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Center by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

## **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Craig Spatara whose telephone number is (561) 355-2326.

The CITY'S representative/contract monitor during the term of this Agreement shall be Jeanette Gordon, Assistant City Manager whose telephone number is (561) 840-3124.

## **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on May 1, 2011 and shall continue in full force and effect up to and including September 30, 2012 unless otherwise terminated as provided herein.

## **SECTION 4. RESPONSIBILITIES AND DUTIES**

The CITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

## **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**

The CITY shall submit monthly programmatic reports (Exhibit A) and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Center. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the Budget (Exhibit B). Invoices shall be



itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the Center. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

#### **SECTION 6. ACCESS AND AUDITS**

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

#### **SECTION 7. BREACH/OPPORTUNITY TO CURE**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

#### **SECTION 9. ATTORNEY'S FEES**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

#### **SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY:

Michael L. Rodriguez  
Executive Director  
Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

With a copy to:

Gentry Benjamin, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401



For the CITY:

Ruth Jones, City Manager  
600 W. Blue Heron Blvd.  
City of Riviera Beach  
Riviera Beach, FL 33404

#### **SECTION 11. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

#### **SECTION 12. FILING**

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

#### **SECTION 13. LIABILITY**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

#### **SECTION 14. REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 or 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.

#### **SECTION 15. EQUAL OPPORTUNITY PROVISION**

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, familial status, marital status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

#### **SECTION 16. INSURANCE BY CITY OF RIVIERA BEACH**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set



forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

#### **SECTION 17. NOTICES**

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Center and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

#### **SECTION 18. CRIMINAL HISTORY RECORDS CHECK**

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

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

#### **SECTION 19. REGULATIONS; LICENSING REQUIREMENTS**

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY 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.



## **SECTION 20. BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM (BJA)**

The CITY agrees to be bound by the requirements of the Department of Justice's Second Chance Act Grant Program (Exhibit C).

## **SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS**

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entities licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.



- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

## **SECTION 22. INSPECTOR GENERAL**

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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SERVICE PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **SECTION 23. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

## **SECTION 24. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

## **SECTION 25. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

## **SECTION 26. 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 27 - 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 CITY of the COUNTY'S notification of a contemplated change, the CITY 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 CITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CITY 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 CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



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

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

(SEAL)

ATTEST:

Carrie E. Ward

CITY: Riviera Beach, FL

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Thomas A. Masters, Mayor

Date: \_\_\_\_\_

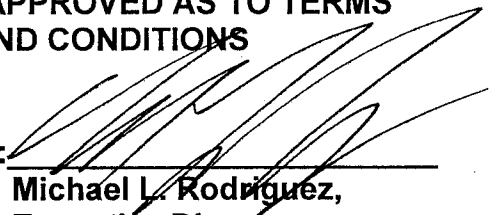
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Pamala H. Ryan,  
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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



## SCOPE OF WORK

*Scope of Work pertaining to the 2011 Contract between The City of Riviera Beach and the Criminal Justice Commission of Palm Beach County.*

*Effective date: May 1, 2011*

### Objective

The Criminal Justice Commission (CJC) created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, the PROGRAM, with a goal of reducing recidivism by 50% over 5 years for 325 inmates returning from the Florida Department of Corrections through the Sago Palm Reentry Center.

### Services

The City of Riviera Beach will:

- Provide a Case Manager who will provide case management for 108 Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Implement an On-The-Job Training Program for RESTORE Participants.
- Facilitate "Ex-Offender Support Services" to include Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, by referring Ex-Offenders to outside service providers.
- Obtain the approval of the RESTORE Program Manager, a Palm Beach County Criminal Justice Commission employee, with regard to any staffing decisions related to the program.
- Make the Case Manager available for meetings, trainings or events at the RESTORE Program Managers discretion.

### Evaluation/Data Collection

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

-The City of Riviera Beach will collect and provide the following data on a monthly basis for each Ex-Offender that they serve:

#### Demographic Data

Participant Name

Release Date



Time Served (In Months)  
Age  
Race  
Gender  
City Returning to  
Risk Level (LSI-r Score)

**Amount of Funds Used For**

Transitional Housing  
Treatment Services  
Peer Mentoring  
Bus Passes  
Family Reunification  
Literacy and GED Classes  
Trade Education and Certification  
On the Job Training  
Case Management Hours  
ID's and Other Official Documents  
In-Kind Costs

**Performance Measurement Tool Requirements**

Program Exit Date  
Successful or Unsuccessful Exit  
Unsuccessful Exit Reason  
Number that Obtained Employment  
Number that kept employment 6 months  
Obtained GED High School Diploma, College Degree  
Number that have Child Support required  
Number that paid Child Support  
Number that have Court fees and Fines required  
Number that paid Court Fees and Fines  
Number that have Restitution required  
Number that paid Restitution  
Other offense related debts required  
Other offense related debt paid



Exhibit B

<b>BUDGET WORKSHEET, NARRATIVE and SUMMARY</b>	
<b>A. PERSONNEL</b>	
<b>1. Case Manager</b>	
<i>The Case Manager will have primary responsibility for case managing Ex-Offenders assigned through the RESTORE Initiative. They will also be responsible for facilitating "Ex-Offender Support Services" and Transitional Housing.</i>	
<b>SUB-TOTAL PERSONNEL</b>	<b>\$39,520</b>
<b>B. FRINGE BENEFITS</b>	
Salary Cost x 27%	
<b>SUB-TOTAL BENEFITS</b>	<b>\$10,670</b>
<b>TOTAL PERSONNEL &amp; FRINGE BENEFITS</b>	<b>\$50,190</b>
<b>C. TRAVEL/TRAINING</b>	
1. Local mileage-1 Case Manger (Reimburse \$.51 per mile x 2,353 miles)	\$1,200
<b>SUB-TOTAL TRAVEL / TRAINING</b>	<b>\$1,200</b>
<b>D. SUPPLIES</b>	
1. Computer for Case Manager	\$1,214
2. Bus Passes	\$2,666
<b>SUB-TOTAL SUPPLIES</b>	<b>\$3,880</b>
<b>E. OTHER</b>	
1. Transitional Housing	\$39,575
2. Ex-Offender Support Services	\$30,547
3. On-The-Job Training Stipends	\$40,000
<b>SUB-TOTAL OTHER</b>	<b>\$110,122</b>



Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$39,520
B. FRINGE BENEFITS	\$10,670
C. TRAVEL/TRAINING	\$1,200
D. SUPPLIES	\$3,880
E. OTHER	\$110,122
TOTAL PROJECT BUDGET	\$165,392



*SPECIAL CONDITIONS*

- 1) The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- 2) The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
- 3) The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
- 4) Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
- 5) The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by-

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

- 6) Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 7) The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
- 8) The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



- 9) Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
- 10) The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
- 11) Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- 12) Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 13) Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
- 14) With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

- 15) Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
- 16) All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
- 17) The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
- 18) Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



## LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE OFFICE OF THE PUBLIC DEFENDER, FIFTEENTH JUDICIAL CIRCUIT a FLORIDA Constitutional Officer, (hereinafter referred to as "OFFICE") and PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), and effective May 1, 2011 through September 30, 2012.

### WITNESSETH:

**WHEREAS**, the COUNTY through the Criminal Justice Commission (CJC) is administering the Department of Justice, Second Chance Act (SCA); and

**WHEREAS**, the purpose of the Second Chance Act is to reduce recidivism, rebuild ties between defendants/offenders and their families, support evidence-based practices, protect the public, and assist offenders in establishing a self-sustaining life; and

**WHEREAS**, the CJC created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, the PROGRAM, with a goal of reducing recidivism by 50% over 5 years for 325 inmates returning from the Florida Department of Corrections through the Sago Palm Reentry Center; and

**WHEREAS**, in order to meet the goals and objectives of the program, the implementation of pre and post release services are critical; and

**WHEREAS**, the services of one Pre-Release Reentry Program Coordinator and one Pre-Release Reentry Counselor are needed to provide professional and ethical application of basic tasks and responsibilities; and

**WHEREAS**, A copy of the job description and scope of work for the service is attached hereto as composite Exhibit A, and by this reference incorporated herein; and

**WHEREAS**, the COUNTY is desirous of having the OFFICE provide the Pre-Release Program Coordinator and Pre-release Reentry Counselor; and

**WHEREAS**, the COUNTY, through the use of the federal SCA funds appropriated for this use, will reimburse the OFFICE for the salary and fringe benefits and operating expenses in the stated amount of Ninety-Seven Thousand Four Hundred Dollars (\$97,400) from May 1, 2011 through September 30, 2012, for the above stated services of the Public Defender. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

**WHEREAS**, the OFFICE agrees to be bound by the requirements of the Department of Justice, Second Chance Act Grant Program (SCA) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The foregoing recitals are true and correct.
2. The OFFICE agrees that it shall fill the positions as described in Exhibits A and to effectuate the terms and conditions of the PROGRAM. The COUNTY agrees to reimburse the OFFICE from federal SCA funds for the salary and fringe benefits for one Pre-Release Reentry Program Coordinator, one Pre-Release Reentry Counselor and General Office Supplies in a total amount not to exceed Ninety-Seven Thousand Four Hundred Dollars (\$97,400) which one year payment shall constitute the entire financial obligation on behalf of the County for the fiscal year commencing on May 1, 2011 and terminating on September 30, 2012 as contained in Exhibit B and by this reference is incorporated herein.



3. The Office agrees to provide, in writing, to the COUNTY, written monthly progress/activities report to the Criminal Justice Commission.
4. This Agreement shall be retroactive to the first day of October 1, 2010 and shall terminate the thirtieth day of September 2012, unless otherwise terminated as herein provided.
5. The OFFICE shall supervise the Pre-Release Reentry Program Coordinator's and the Pre-Release Reentry Counselor's duties as contained in the job description in Exhibit A.
6. The OFFICE shall bill the COUNTY on a monthly basis within 10 days of the end of each month for the services of the Public Defender's Office. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk of the Courts, Finance Division. Invoices to the County shall include a reference to this Agreement, identify the project and identify the amount due and payable to the OFFICE. Invoices received from the OFFICE will be reviewed and approved by the COUNTY'S CJC Executive Director, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Clerk of the Courts, Finance Division.
8. This Agreement may be renewed or amended only upon the written consent of each of the parties hereto.
9. Notwithstanding the foregoing, the parties agree to act in good faith in resolving any disputes as it relates to the OFFICE's Pre-Release Reentry Program Coordinator and Pre-Release Reentry Counselor.
10. This Agreement shall be governed in accordance with the laws of the State of Florida.
11. Should any dispute arise under this Agreement, venue shall lie in Palm Beach County, Florida.
12. This Agreement shall not be construed against the party who drafted the same as both parties have had legal experts of their choosing review the legal and business terms of the same.
13. This Agreement is not assignable without prior reasonable written consent of the non-assigning party.
14. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
15. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, or agreements either written or oral, relating to this Agreement.
16. In the event of a default by either party in the performance of its obligations hereunder, the party not in default may terminate this Agreement by providing the defaulting party with thirty (30) days advance written notice of said default. In the event the default is not cured by the party in default within the thirty (30) day time period, termination of this Agreement shall be effective upon the date specified in the non-defaulting party's written notice to the defaulting party, and, upon said date, the parties hereto shall be deemed to have no further rights hereunder.
17. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all general laws and special laws of the State of Florida, and with the County Charter. Such laws shall take precedence over any part or provision contained herein.



18. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof.
19. The parties expressly agree that time is of the essence in this Agreement and the failure by either party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party, without liability, in addition to any other rights or remedies, relieve said other party of any obligation to accept such performance.
20. Any notice given under the provisions of this Agreement shall be in writing and delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid to:

To County:

Criminal Justice Commission  
301 N. Olive Avenue  
Suite 1001  
West Palm Beach, FL 33401  
Attn.: Michael L. Rodriguez

County Attorney's Office  
301 N. Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Attn.: Gentry Benjamin

To State:

Office of Public Defender  
15<sup>th</sup> Judicial Circuit  
401 N. Dixie Highway  
West Palm Beach, FL. 33401  
Attn: Carey Haughwout

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail, return receipt requested, shall be deemed given on the date that such notice is deposited in a United States Post Office.

21. The failure of either party to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and either party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
22. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
23. 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SERVICE PROVIDER, its officers, agents,



employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.



In WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seal.

**ATTEST:**  
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**OFFICE OF THE PUBLIC DEFENDER  
FIFTEENTH JUDICIAL CIRCUIT:**

By: Carey Haughwout  
Carey Haughwout, Public Defender

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

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



11- 0920

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 767-062811\*1792

FUND 1507 - Criminal Justice Grants Fund

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 as of 6/27/11	REMAINING BALANCE
<u>EXPENDITURES</u>								
762-7687-9062	Transfer to Criminal Justice Trust Fund 1323	0	0	97,400		97,400	0	97,400
762-7687-1201	Salaries & Wages	0	175,973		97,400	78,573	17,389	61,184
<u>TOTAL EXPENDITURES</u>				<u>97,400</u>	<u>97,400</u>			

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of 7/19/11

Deputy Clerk to the  
Board of County Commissioners

Attachment #

4



11-

09/0

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1

FUND 1323 - Criminal Justice Trust Fund

BGEX 767-062411\*1781  
BGRV 767-062411\*550

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 as of 6/23/11	REMAINING BALANCE
<b>REVENUES</b>								
<u>Public Defender Re-entry Program</u>								
520-7674-8249	Transfer from CJC Grants Fund (1507)	0	0	97,400	0	97,400		
<b>TOTAL REVENUES</b>		731,482	749,440	97,400	0	846,840		
<b>EXPENDITURES</b>								
<u>Public Defender Re-entry Program</u>								
520-7674-3401	Other Contractual Services	193,500	211,458	97,400	0	308,858	193,500	115,358
<b>TOTAL EXPENDITURES</b>		731,482	749,440	97,400	0	846,840	404,630	442,210

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of 7/19/11

Deputy Clerk to the  
Board of County Commissioners