

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Local Match (Cash)	_____	_____	_____	_____	_____
Local Match (In-kind)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>X</u></u>	<u><u>      </u></u>	<u><u>      </u></u>	<u><u>      </u></u>	<u><u>      </u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

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

X There is no fiscal impact related to this agenda item.

C. Departmental Fiscal Review: *mg 6/24/2011*

## III. REVIEW COMMENTS

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

*[Signature]* *6/29/11*  
 OFMB *JB 6/26/11*  
*6/24/11*

*[Signature]* *7/6/11*  
 Contract Dev. and Control  
*7-6-11 B. Wheeler*

### B. Legal Sufficiency:

*[Signature]* *7/8/11*  
 Assistant County Attorney

### C. Other Department Review:

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

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



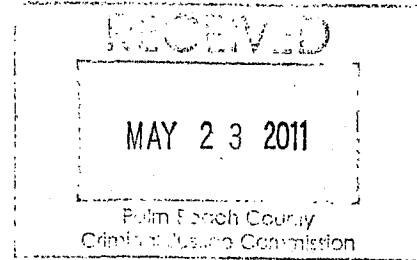
State of Florida  
Department of Children and Families

Rick Scott  
Governor

David E. Wilkins  
Secretary

May 18, 2011

Michael L. Rodriguez, Executive Director  
Palm Beach County Criminal Justice Commission  
301 N. Olive Avenue, suite 1001  
West Palm Beach, FL 33401



Re: MOU #LHZ36—Criminal Justice Mental Health Substance Abuse Reinvestment Grant Program (Palm Beach County—Implementation)

Dear Mr. Rodriguez:

A correction is needed on page 3, item #11, and page 5, Items #24.c) and #24.d), of Palm Beach County's Memorandum of Understanding (MOU). Enclosed are two copies of each page reflecting the changes. Ms. Karen T. Marcus, Chair, Palm Beach County Board of County Commissioners, will need to initial and date the changes on both copies. Please mail all the initialed and dated pages to me and I will get them initialed and dated by our Department official and mail an original copy back to you. Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads 'Jennifer Benghuzzi'.

Jennifer Benghuzzi  
Grant Manager

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

Attachment #

1

8. County agrees to provide a financial and compliance audit to the Department as described in the Financial and Compliance Attachment (Attachment III) and to ensure that all related party transactions are disclosed to the auditor.
9. County agrees to retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, for a period of not less than six (6) years after the starting date of this Grant Memorandum of Understanding. If audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons authorized by the Department shall have full access to, and shall have the right to examine any materials at any time during regular business hours.
10. County agrees to provide data and other information requested by the CJMHSA Grant Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute of the University of South Florida to enable TAC to perform statutory duties established in the authorizing legislation. County agrees to submit semi-annual program reports on or before May 1 and November 1, annually to the Florida Department of Children and Families. County agrees to submit an annual fiscal report, signed by the County Administrator, on or before November 1 to the Florida Department of Children and Families. The Department will provide County with templates and forms needed to file all required reports.
11. County agrees to be liable, to the extent provided by law, for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Recipient County, and its agents, sub-recipients and employees during performance of the contracts authorized by this Grant Memorandum of Understanding.
12. County agrees to establish an informal dispute resolution process to resolve any disputes between the County and any sub-recipients or persons served with grant funds.
13. County and all sub-recipients shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Palm Beach County and the State of Florida, Department of Children and Families" If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the County.
14. County shall not use or disclose any information concerning a person served with grant funds under this Grant Memorandum of Understanding for any purpose prohibited by state law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).
15. County shall permit Department personnel or representatives to monitor the services that are provided by the County under this Grant Memorandum of Understanding.
16. County agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S, made or received by County in conjunction with this Grant Memorandum of Understanding.

**24. Official Name of Payee and Representatives:**

- a) Official name of payee and address where payment is to be sent:

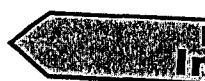
**Palm Beach County Board of County Commissioners  
Attn: County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401**

- b) The name, address, telephone number, and email address of the Grant Manager for under this Grant Memorandum of Understanding is:

**Michael Rodriguez  
301 North Olive Avenue, Suite 101,  
West Palm Beach, FL 33401  
(561) 355-2314  
mlrodrig@pbcgov.com**


- c) The name, address, telephone number, and email address of the Procurement Manager under this Grant Memorandum of Understanding is:

**Ellen Piekalkiewicz, ~~Executive Director,~~  
~~Florida Substance Abuse and Mental Health Corporation~~  
Department of Children and Families  
Office of the Assistant Secretary for Substance Abuse and Mental Health  
1317 Winewood Boulevard, Building 1 Suite 206  
Tallahassee, Florida 32399-0700  
Local: (850) 410-1576; SunCom: 210-1576 (850) 717-4623  
ellen\_piekalkiewicz@dcf.state.fl.us**



- d) The name, address, telephone number, and email address of the Grant Manager for Department of Children and Families under this Grant Memorandum of Understanding is:

**Jennifer Benghuzzi  
Department of Children and Families  
Substance Abuse and Mental Health Program Office  
Contract Management Unit  
1317 Winewood Boulevard  
Building 6, Room 255  
Tallahassee, Florida 32399-0700  
Phone: (850) 488-4284 (850) 717-4348  
Jennifer\_Benghuzzi@dcf.state.fl.us**



**25. This Grant Memorandum of Understanding and its attachments and any exhibits referenced in the attachments, together with any documents incorporated by reference, contain**

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Attn: County Administrator  
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West Palm Beach, FL 33401**

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301 North Olive Avenue, Suite 101,  
West Palm Beach, FL 33401  
(561) 355-2314  
mlrodrig@pbcgov.com**


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**Ellen Piekalkiewicz, ~~Executive Director,~~  
~~Florida Substance Abuse and Mental Health Corporation~~  
Department of Children and Families  
Office of the Assistant Secretary for Substance Abuse and Mental Health  
1317 Winewood Boulevard, Building 1 Suite 206  
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ellen\_piekalkiewicz@dcf.state.fl.us**



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**Jennifer Benghuzzi  
Department of Children and Families  
Substance Abuse and Mental Health Program Office  
Contract Management Unit  
1317 Winewood Boulevard  
Building 6, Room 255  
Tallahassee, Florida 32399-0700  
Phone: (850) 488-4284 (850) 717-4348  
Jennifer\_Benghuzzi@dcf.state.fl.us**



25. This Grant Memorandum of Understanding and its attachments and any exhibits referenced in the attachments, together with any documents incorporated by reference, contain



**Criminal Justice Commission**

301 North Olive Avenue, Suite 1001

West Palm Beach, FL 33401-4705

(561) 355-4943

FAX: (561) 355-4941

www.pbcgov.com/cjc



**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

**County Administrator**

Robert Weisman

May 26, 2011

Ms. Jennifer Benghuzzi  
Grant Manager  
Department of Children and Families  
Substance Abuse and Mental Health Program Office  
1317 Winewood Boulevard  
Building 6, Room 255  
Tallahassee, FL 32399-0700

Re: Re: MOU #LHZ36-Criminal Justice Mental Health Substance  
Abuse Reinvestment Grant Program (Palm Beach County-  
Implementation) Signature Authority Designation

Dear Ms. Benghuzzi:

I am writing to extend signature authority to Mr. Michael L. Rodriguez, Executive Director of the Palm Beach County Criminal Justice Commission, to execute all related documents for the MOU #LHZ36-Criminal Justice Mental Health Substance Abuse Reinvestment Grant Program. This authorization includes the execution of all necessary forms and documents including the MOU as required by the Department of Children and Families.

If you have any questions, please feel free to call me at (561) 355-4943.

Thank you for your cooperation and attention to this matter.

Sincerely,

Robert Weisman  
County Administrator

*"An Equal Opportunity  
Affirmative Action Employer"*



printed on recycled paper

Attachment #

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