PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 03/06/2012 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to Approve: (A) The Second Amendment to the Department of Juvenile Justice Contract (R2011-0535) to include monitoring services to pretrial home-detention youth in Palm Beach County; and (B) The Second Amendment to the Contract with Gulfstream Goodwill Industries, Inc., (R2011-0536) a not-for-profit agency, to include pretrial home-detention youth with monitoring services in Palm Beach County.

SUMMARY: The Department of Juvenile Justice awarded the Palm Beach County Criminal Justice Commission funds to provide home detention monitoring services to juveniles in Palm Beach County. The initial contract with Gulfstream Goodwill Industries Inc. was to provide home detention monitoring services to juveniles in Palm Beach County and this funding will revise the language to expand the program to include pretrial home detention youth. <u>Countywide</u> (PE)

BACKGROUND: The Criminal Justice Commission approved the request of \$66,805 for the continuation of the home detention monitoring services to juveniles in Palm Beach County provided by Gulfstream Goodwill Industries Inc.. The term of the initial contract was from April 11, 2011 through September 30, 2011. On November 15, 2011, the BCC approved the First Amendment with the Department of Juvenile Justice and Gulfstream Goodwill Industries Inc. These First Amendments provided for an additional \$66,805 of funding for a total of \$133,610 and extended the contract term to March 31, 2012. The request is for salary and benefits, overhead, employee travel, project supplies, and other related expenses. Approval of these Second Amendments will expand the youth eligible for home detention monitoring services designed to address the individual needs of youth that are family focused and culturally competent without the restrictive setting of secure juvenile detention, and will see the reduction of cost to Palm Beach County for secure juvenile detention. The monitor has faceto-face contact as well as indirect contact of juveniles on an unannounced, around the clock basis. Contact is made initially within 24 hours of placement under Gulfstream Goodwill Industries' supervision and at random times thereafter. The program works toward the goal of linking participating juveniles and families with community resources to help enhance life skills and reinforce proactive, acceptable social behavior. Gulfstream Goodwill Industries, Inc. works collaboratively with the Department of Juvenile Justice, the judicial system, law enforcement, Palm Beach County School Board, Department of Children and Families, and other community agencies.

Attachments:

1.	second Amendment to Contract with Department of Juvenile Justice (2 Originals)	
2	second Amendment to the Contract with Gulfstream Goodwill Industries, Inc. (2 Origina	al

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE

ASSISTANT COUNTY ADMINISTRATOR

DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fig.	scal Impact:	•						
Fiscal Year	2012	2013	2014	2015	2016			
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT POSITIONS (Cumulative)								
is Item in adopted Budget?	Yes X	-	No	_				
Budget Account No: Fund	<u>1507</u> Dep t	t <u>762</u> Unit	<u>7691</u> Objec	t <u>8201</u>				
B. Recommended Sources Of Funds/Summary of Fiscal Impact: There is no fiscal impact as a result of this amendment.								
C. Departmental Fiscal Revi	ew: Mg	2/8/	1/2	-				
III. REVIEW COMMENTS								
A. OFMB Fiscal And/Or Contract Development and Control Comments: * No additional fiscal impact associated with this item.								
OFMB S 2/15/12 54/12 13/13/13 B. Legal Sufficiency:	2 2/0/2	2-27	ese Au	recolonte nent & Contra mendan en au	ents comply			
1/20 1/26/ 0	$n \Omega / L_{\alpha}$	•						

REVISED 9/95 ADM FORM 01

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

DEPARTMENT OF JUVENILE JUSTICE SECOND CONTRACT AMENDMENT FOR PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

The purpose of this Amendment is to add language to this contract, to provide for monitoring of youth placed on Pretrial Home Detention. This Amendment has no fiscal impact.

THIS AMENDMENT, entered into between the STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, ("Department") and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ("Provider"), amends the above-referenced Contract by deleting, as indicated by "strikethrough" or reference and adding, as indicated by "underscore" or reference the section below:

REFERENCE:

Page 2, Section II. C., Youth Referral/Determination

UPDATE: 1

C. Youth Referral/Determination

Youth will be enrolled in the program after receiving a court order to participate. Any youth that is placed on Pretrial Home Detention may also be court ordered to be monitored.

This Amendment shall become effective upon full execution. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties have executed this Renewal by their undersigned officials as duly authorized.

PROVIDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS	STATE OF FLO DEPARTMENT	ORIDA OF JUVENILE JUSTICE
SIGNED BY:	SIGNED BY:	
NAME:	NAME:	ROBERT WOODY
TITLE:	TITLE:	DEPUTY SECRETARY
DATE:	DATE:	
VENDOR NUMBER: 59-6000785		

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Page 1 of 1

Attachment # ____/

SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT to the CONTRACT (R2011-0536) is made as of the _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GULFSTREAM GOODWILL INDUSTRIES INC., 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.

WITNESSETH:

WHEREAS, the COUNTY'S Criminal Justice Commission (CJC), wishes to provide continued support to the SERVICE PROVIDER to provide services to youth who are involved in the juvenile justice system and at risk of placement in the juvenile detention center; and

WHEREAS, the Criminal Justice Commission has recommended the use of Department of Juvenile Justice funds to support the partnership by providing funds for the SERVICE PROVIDER to participate; and

WHEREAS, the COUNTY, agreed to reimburse the SERVICE PROVIDER for expenses up to the amount of \$66,850 from April 1, 2011 to complete all services by September 30, 2011 for the home detention monitoring services to juveniles in Palm Beach County; and

WHEREAS, the COUNTY agreed to increase the total compensation to 133,610.40; and extended the term of the Contract until March 31, 2012; and

WHEREAS, the parties mutually desire to revise the language to include pretrial home detention youth.

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

To Revise The Contract, Exhibit A Page 2, Section II. C., Youth Referral/Determination, as follows:

C. Youth Referral/Determination

Youth will be enrolled in the program after receiving a court order to participate. <u>Any youth that is placed on Pretrial Home Detention may also be court ordered to be monitored.</u>

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

Attachment #	9_

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract Amendment 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:Shelley Vana, Chair
Gulfstream Goodwill Industries, Inc.	
By: Marin a Janek Executive Director	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Michael L. Rodriguez Executive Director