



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Year	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$17,010.90	_____	_____	_____	_____
External Revenues	<\$17,010.90>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item In adopted Budget?      Yes \_\_\_\_\_                      No  X

Budget Account No:      Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org \_\_\_\_\_ Object \_\_\_\_\_

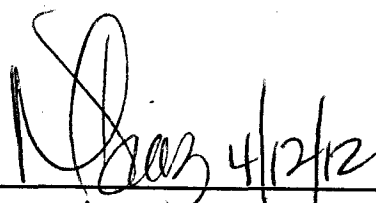
**B. Recommended Sources Of Funds/Summary of Fiscal Impact:**

Contract with the Department of Juvenile Justice adds \$17,010.90 to the total project amount.  
 Contract with Gulfstream Goodwill Industries Inc. utilizes the \$17,010.90  
 F/D/U for the budget amendment of \$17,011: 1507-762-7691-8201

**C. Departmental Fiscal Review:** mg 4/9/12

**III. REVIEW COMMENTS**

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

 4/12/12  
 OFMB WS 4-10-12 alh  
4/10/12  
25/PR  
4/15/12

 4/23/12  
 Contract Development & Control  
4-23-12 BLD/peck

**B. Legal Sufficiency:**

 4/24/12  
 Assistant County Attorney

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

The purpose of this Amendment is renew the Contract for six (6) months, pursuant to section III. A. 2., of the Contract.

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 "underline" or reference the section below:

REFERENCE: Page 2, Section III. A.1., Contract Term (as amended by Amendment #1)

UPDATE: 1. This Contract shall begin on April 11, 2011, or upon full execution, whichever is later, and shall end at 11:59 P.M. on ~~March 31, 2012~~ September 30, 2012. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.

REFERENCE: Page 3, Section III. B.1., Contract Amount (as amended by Amendment #1)

UPDATE: Total compensation under this Contract shall not exceed \$133,610.40 ~~\$200,415.60~~. The Department will pay the Provider, on a monthly basis, for fifteen (15) available slots in arrears at the rate of \$25.74 for the period of April 1, 2012 through September 30, 2012.

This Amendment shall become effective on April 1, 2012. 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 FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: Shelley Vana  
NAME: Shelley Vana

SIGNED BY: Robert Woody  
NAME: ROBERT WOODY

TITLE: Chair

TITLE: DEPUTY SECRETARY

DATE: March 30, 2012

DATE: 3-30-12

VENDOR NUMBER: 59-6000785

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

Rev 7/09

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY Paula E. Easley  
County Attorney

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

The purpose of this Amendment is to reduce the per diem rate for this Contract pursuant to Section III. B. 4. b., Option for Changes in Contract Services; incorporate the financial consequences language and the Management and Information Systems (MIS) security language to this Contract.

**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 3, Section III. B.1., Contract Amount (as amended by Amendment #3)

**UPDATE:** Total compensation under this Contract shall not exceed ~~\$200,415.60~~ \$150,621.30. The Department will pay the Provider, on a monthly basis, for fifteen (15) available slots in arrears at the rate of ~~\$25.74~~ \$7.60 for the period of April 1, 2012 through September 30, 2012.

**REFERENCE:** Page 10, Section VIII. W., Management Information System (MIS) Security

**ADD:** W. MIS Security  
In accordance with Rule 71A-1.005 (1)-(5) F.A.C. Contractors, Providers, and Partners employed by the Department or acting on behalf of the Department shall comply with all applicable security policies, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, network connection agreements shall be executed for third-party network connections prior to connection to the Department's internal network.

**REFERENCE:** Page 10, Section VIII, X., Financial Consequences

**ADD:** X. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:
  - a. failure to submit a CAP within thirty (30) calendar days of the Monitoring Visit;
  - b. failure to implement the Corrective Action Plan CAP for identified deficiencies within the specified time frame(s);
  - c. and/or upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified timeframes.
2. By executing a Contract, the Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.

*Total monthly value of contract X 1.0% = Financial Consequence  
Imposition of consequences shall be per deficiency per day*

3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Contract Manager shall deduct the amount of financial consequences imposed from the provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the provider shall follow the dispute process that is outlined in Section V (Disputes Resolution) of the contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

This Amendment shall become effective on upon full execution, whichever is later. 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 FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: Shelley Vana

NAME: ROBERT WOODY

TITLE: Chair

TITLE: DEPUTY SECRETARY

DATE: April 2, 2012

DATE: \_\_\_\_\_

VENDOR NUMBER: 59-6000785

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



**CONTRACT FOR PROFESSIONAL SERVICES  
REINSTATING THE TERMS OF THE CONTRACT (R2011-0536), AS AMENDED**

**THIS CONTRACT** (R2011-0536) dated \_\_\_\_\_, reinstates the Contract of April 1, 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 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 \$66,805.20 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 the Contract was extended through March 31, 2012 and increased to 133,610.40; and

**WHEREAS**, the parties mutually desired to revise the language to include pretrial home detention youth; and

**WHEREAS**, the parties mutually desire to reinstate the terms of the Original Contract, extend the date to September 30, 2012 and increase the amount to \$150,621.30.

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

1. The Original Agreement (R2011-0536), the First Amendment (R2011 -1815), and the Second Amendment (R2012-0364) are reinstated in their entirety; and
2. The Term of the Original Agreement shall be extended until September 30, 2012.
3. Funding shall be increased an additional amount of 17,010.90 for a total of \$150,621.30.

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

**Attachment #**     3

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51, this Contract shall not take effect until executed by the SERVICE PROVIDER and the COUNTY.

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

**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: *Marvin A. Jemel*  
Executive Director

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

By: *[Signature]*  
Michael L. Rodríguez  
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Marsh & McLennan Agency LLC 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	<b>CONTACT NAME:</b> Laura DiPersico <b>PHONE (A/C, No, Ext):</b> 561 209-1682 <b>FAX (A/C, No):</b> 866 795-1370 <b>E-MAIL ADDRESS:</b> ldipersico@niagroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>CastlePoint National Insurance</td> <td>40134</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insuranc	18058	INSURER B:	CastlePoint National Insurance	40134	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
<b>INSURED</b> Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK66663	12/28/2011	12/28/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPI/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK66663	12/28/2011	12/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB331456	12/28/2011	12/28/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSRSWC000255051104	06/01/2011	06/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			PHPK66663	12/28/2011	12/28/2012	\$1,000,000 Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage. Juvenile Justice Program

<b>CERTIFICATE HOLDER</b> PBC Board of County Commissioners, Criminal Justice Commission Att: Becky Walker 301 N. Olive Avenue #1001 West Palm Beach, FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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12- 0775

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1507 - Criminal Justice Commission Grant Fund

BGEX 762-040512\*1275  
BGRV 762-040512\*507

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 4/04/12	REMAINING BALANCE
<b>REVENUES</b>								
DJJ - Home Monitoring Grant								
762-7691-3129	Fed Grant - Oth Public Safety	0	102,336	17,011	0	119,347		
<b>TOTAL REVENUES</b>		<u>1,420,451</u>	<u>2,300,325</u>	<u>17,011</u>	<u>0</u>	<u>2,317,336</u>		
<b>EXPENDITURES</b>								
DJJ - Home Monitoring Grant								
762-7691-8201	Contributions-Non-Govtl Agencies	0	66,815	17,011	0	83,826	66,815	17,011
<b>TOTAL EXPENDITURES</b>		<u>1,420,451</u>	<u>2,300,325</u>	<u>17,011</u>	<u>0</u>	<u>2,317,336</u>		

Signatures

Date

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

*[Signature]* 4/9/12

*[Signature]*

4/12/12

By Board of County Commissioners  
At Meeting of 5/15/12

Deputy Clerk to the  
Board of County Commissioners

Attachment #