PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 05/15/2012 [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: (A) Ratify the signature of the Chair on the approval of the Third Amendment of the Department of Juvenile Justice Contract to increase the amount to \$200,415.60 and to extend the term until September 30, 2012 to provide home detention monitoring services to juveniles in Palm Beach County; (B) Approve The Fourth Amendment of the Department of Juvenile Justice Contract (R2011-0535) to decrease the amount to \$150,621.30; (C) Approve a Contract to reinstate the original contract with Gulfstream Goodwill Industries, Inc., (R2011-0536), a not-for-profit agency to extend the term of the contract until September 30, 2012 for the provision of home detention monitoring services in Palm Beach County; and (D) Approve a Budget Amendment of \$17,011 in the Criminal Justice Commission Grants Fund to recognize the new contract amount.

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 Third Amendment extended the term of the Contract through September 30, 2012 and increased the amount to \$200,415.60. Due to a budgeting error on the part of Department of Juvenile Justice, the Fourth Amendment to the Contract reduces the amount to \$150,621.30. The funds are subcontracted with Gulfstream Goodwill Industries, Inc. to provide the home detention services as an alternative to secure detention. We are requesting the Contract with Gulfstream Goodwill Industries, Inc. be reinstated, extended, and increased to the amount of \$150,621.30 Countywide (PGE)

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 both Second Amendments expanded 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. 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. Third Amendment to Contract with Department of Juvenile Justice
- 2. Fourth Amendment to Contract with Department of Juvenile Justice (2 Originals)
- 3. Contract with Gulfstream Goodwill Industries, Inc. (2 Originals)

4. Budget Amendment (Fund 1507)	1 //		
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RECOMMENDED BY:			
DEPART,	MENT DIRECTOR	DATE	
)		

APPROVED BY: COUNTY ADMINISTRATOR

DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of F	iscal Impact:				
Fiscal Year	2012	2013	2014	2015	2016
	\$17,010.90 \$17,010.90 				
NET FISCAL IMPACT				-	
POSITIONS (Cumulative)	0				
Is Item in adopted Budget?	Yes	 .	No <u>X</u>	<u> </u>	
Budget Account No: Fund	Aç	gency	Org	Object	_
B. Recommended Sources Contract with the Departme Contract with Gulfstream C F/D/U for the budget ame	ent of Juvenile Goodwill Indus	Justice adds tries Inc. utiliz	\$17,010.90 to es the \$17,01	0.90	ect amount.
C. Departmental Fiscal Rev	iew: <u>Mg</u>	4/9/12			
	III. <u>REV</u>	IEW COMME	NTS		
A. OFMB Fiscal And/Or Cor	ntract Develo	pment and C	ontrol Comm	ents:	
OFMB WS 4-10-12 Alla B. Legal Sufficiency:	12/12	Cont 4-23	fact Develop	Joedbar ment & Contr	14/23/12

REVISED 9/95 ADM FORM 01

Assistant County Attorney

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

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 "underscore" or reference the section below:

REFERENCE:	Page 2, Section III. A.1., Con	itract Term (as amended by Amendment #1)	
UPDATE:	whichever is later, an September 30, 2012. I	pegin on April 11, 2011, or upon full execution, and shall end at 11:59 P.M. on March 31, 2012 on the event the parties sign this Contract on different shall be the effective date.	
REFERENCE:	Page 3, Section III. B.1., Con	tract Amount (as amended by Amendment #1)	
UPDATE:	<u>\$200,415.60.</u> The Department of the Department	artment will pay the Provider, on a monthly basis, for lots in arrears at the rate of \$25.74 for the period of september 30, 2012.	
Amendment. Any provi conflict with this Amend	chments and amendments the isions of said original Contract	2012. All terms and conditions of said original ereto shall remain in full force and effect for this and any supplements and amendments thereto in by changed to conform to this Amendment. This	
IN WITNESS WHEREOF, the parties have executed this Renewal by their undersigned officials as duly authorized.			
PROVIDER PALM BEACH COUNTY BOARD OF COUNTY C		STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE	
SIGNED BY: Shelley	lley Vana	SIGNED BY TULC Strange of NAME: ROBERT WOODY	
TITLE: Chair		TITLE: DEPUTY SECRETARY	
DATE: <u>March 30</u> ,	2012	DATE: 3-30-12	
VENDOR NUMBER:	59-6000785		
THIS AMENDME	NT IS NOT VALID UNTIL	SIGNED AND DATED BY BOTH PARTIES	
Rev 7/09		APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
		· DI U () C () C () C ()	

Page 1 of 1

Attachment # ____/

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:

Financial Consequences

- Financial consequences shall be assessed for Contract noncompliance 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. <u>failure to implement the Corrective Action Plan CAP for</u> 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.
- 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

Page 1 of 2

		*1
Attachment :	#	

- 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 CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have made changes to the document that you wish for the Department to consider. Please mark the section below that applies and return it along with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

PLEASE INDICATE WHICH SECTION APPLIES:

DATE:

CAF 11042004

April 2, 2012

X	The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.
	The attached document has been executed by the named Provider and changes were made in the following sections and pages (please also note any changes on the face of the document).
Contract # _	X1684 Amendment #_4
l hereby ackn	owledge that the information above is true and correct.
PROVIDER: SIGNED BY: _	
NAME: Sh	elley Vana
TITLE:C	hair

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 # ______

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	BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By: Shelley Vana, Chair
Gulfstream Goodwill Industries, Inc.	
By: <u>Manin Q. Janel</u> Executive Director	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Michael L. Rødriguez Executive Director

Client#: 79557

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2011

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).

PRODUCER		CONTACT Laura DiPersico		
Marsh & McLennan Agency LLC 1601 Belvedere Road Suite 300, East Towar	MAINE.	866 795-1370		
	E-MAIL ADDRESS: Idipersico@niagroup.com			
Marsh & McLennan Agency LLC	INSURER(S) AFFORDING COVERAGE	NAIC#		
west Paim Beach, FL 33	3406	PHONE (A/C, No, Ext): 561 209-1682 FAX (A/C, No): 866 795-1370 E-MAIL ADDRESS: Idipersico@niagroup.com		
	- d- 2H I- d d 1	INSURER B: CastlePoint National Insurance	40134	
Marsh & McLennan Agency LLC 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406 INSURED Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407	INSURER C:			
		INSURER D :		
West Fall Det	3011, 1 L 33401	INSURER É :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:		

T =	THIS IS TO SEPTING THAT THE POLICE							
C	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		ADDL SUB	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	\$	
Α	GENERAL LIABILITY		PHPK66663		12/28/2012		\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	s 15,000	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000	
<u> </u>	POLICY PRO- JECT LOC			<u> </u>			\$	
Α	AUTOMOBILE LIABILITY		PHPK66663	12/28/2011	12/28/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
1	X ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
Α	UMBRELLA LIAB OCCUR		PHUB331456	12/28/2011	12/28/2012	EACH OCCURRENCE	s1,000,000	
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$1,000,000	
	DED X RETENTION \$10000						\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WSRSWC000255051104	06/01/2011	06/01/2012	X WC STATU- TORY LIMITS OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)	"'^				E.L. DISEASE - EA EMPLOYEE	s1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000	
Α	Professional Liab		PHPK66663	12/28/2011	12/28/2012	\$1,000,000 Occurrer	nce	
						\$1,000,000 Aggregat	te	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks Schedu	le, 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

PBC Board of County Commissioners, Criminal Justice Commission	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Att: Becky Walker	AUTHORIZED REPRESENTATIVE
301 N. Olive Avenue #1001 ⊦West Palm Beach, FL 33401	wm. Ce. Cilenti Fr

CANCELLATION

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ACORD 25 (2010/05) 1 of 1 #S1107264/M1107043

CERTIFICATE HOLDER

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BRXT

12-0775

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

Page 1 of 1

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

FUND 1507 - Criminal Justice Commission Grant 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 4/04/12	REMAINING BALANCE
REVENUES								
DJJ - Home Monitoring 762-7691-3129	Grant Fed Grant - Oth Public Safety	0	102,336	17,011	0	119,347		
	TOTAL REVENUES	1,420,451	2,300,325	17,011	0	2,317,336		
EXPENDITURES								
DJJ - Home Monitoring 762-7691-8201	Grant Contributions-Non-Govtl Agencies	0	66,815	17,011	0	83,826	66,815	17,011
	TOTAL EXPENDITURES	1,420,451	2,300,325	17,011	0	2,317,336		

Signatures

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Date

4/12/12

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

Deputy Clerk to the Board of County Commissioners