Agenda Item #:

BOARD OF COUNTY COMMISSIONERS  AGENDA ITEM SUMMARY					
Meeting Date: Jan	======================================	[X] []	======== Consent Ordinance	[ ] [ ]	Regular Public Hearing
Department: Submitted By: Submitted For:	Department of Public Sa Department of Public Sa Division of Justice Serv	afety rices			
	I. EXECUTIV				=========
<b>Motion and Title:</b> Budget Adjustment	Staff recommends mot Amendments for ex-offend	<b>ion to</b> der reen	receive and the stry services:	file: the	e following Project
<ul> <li>a) Third Project Budget Adjustment Amendment, Contract #R2017-1388 (City of Riviera Beach - Adult Reentry);</li> <li>b) Fourth Project Budget Adjustment Amendment, Contract #R2017-1386 (The Lord's Place, Inc Adult Reentry);</li> <li>c) Fifth Project Budget Adjustment Amendment, Contract #R2017-1387 (Gulfstream Goodwill Industries Inc Adult Reentry); and</li> <li>d) Sixth Project Budget Adjustment Amendment, Contract #R2017-1389 (Gulfstream Goodwill Industries Inc Juvenile Reentry);</li> </ul>					
County from incarce authorized the Cour documents associate the Public Safety Ditems in order for the The third adjustment allowable "out of poor expenses, and added history records cheet authorized to control the country of the co	Beach County Division of ate adult and juvenile reer eration. On September 12 aty Administrator or design and with these contracts. If irector on October 25, 20 are contracted providers to at to the contract with the exet expenses from \$4,100 and updated County required cks and scrutinized compallocated funds within ope	ntry serventry serventry 2017  ee to experie to accept the accept the accept to accept the	vices to those for the Board of the Board of the Board of the budget adjust the budget their for Riviera Be 100, reallocated age related to articles. The	returning frequency ments to the tents with the tents with the tents of the tents o	ing to Palm Beach ty Commissioners and administrative were executed by thin approved line lgeted allocations. duced designated within operational mination, criminal adjustment to the

Background and Justification: Palm Beach County has developed a Strategic Plan for providing effective and coordinated ex-offender reentry services to those returning from incarceration. The programs are intended to reduce recidivism among transitioning offenders as well as reduce future victimization, enhance public safety and improve the lives of communities, victims and offenders.

required language related to the termination, criminal history records checks and scrutinized companies articles. The fifth adjustment to the contract with Gulfstream Goodwill Industries, Inc. (adult reentry) reduced designated allowable "out of pocket" expenses from \$13,295 to \$9,108.43 and reallocated funds within operational expenses. The sixth adjustment to the contract with Gulfstream Goodwill Industries, Inc. (juvenile reentry) reduced the contract amount from \$361,101 to \$334,023 and the excess funding was used to fund other shortages in the reentry program due to Department of Corrections funding restrictions. All four contract

#### Attachments:

1) Third Project Budget Adjustment, Adult- City of Riviera Beach

adjustments are effective retroactively as of September 1, 2018. Countywide (LDC)

- 2) Fourth Project Budget Adjustment, The Lord's Place, Inc. Adult
- 3) Fifth Project Budget Adjustment, Adult- Gulfstream Goodwill Industries Inc.
- 4) Sixth Project Budget Adjustment, Juvenile-Gulfstream Goodwill Industries Inc. \_\_\_\_\_\_

Recommended by:	12/20/15
Department Director	Date
ApprovedBy:	18/19
Assistant County Administrator	Date

# **FISCAL IMPACT ANALYSIS**

# A. Five Year Summary of Fiscal Impact **Fiscal Years** 2019 2020 2021 2022 2023 **Capital Expenditures Operating Costs Grants and Aids Capital Expenditures External Revenues Program Income (County) In-Kind Match (County) Net Fiscal Impact** # ADDITIONAL FTE **POSITIONS (Cumulative)** 0 0 0 Is Item Included In Current Budget? Yes X No Does this item include the use of federal funds? No \_x\_ Budget Account Exp No: Fund 1436 Dept. 662 Unit 5699/5700 Obj. 8101/8201 Rev No: Fund 1436 Dept. 662 Unit 5699/5700 Rev. 3129/8000/8249 B. Recommended Sources of Funds/Summary of Fiscal Impact: \*No additional fiscal impact. Although the Goodwill Juvenile contract was reduced by \$27,078, the budgets for all contracted providers were adjusted as part of the year-end process to adjust funding sources and achieve maximum reimbursement of expenses for services provided. Fund: Justice Service Grant Fund Unit: 5699 - Adult Reentry; 5700 - Juvenile Reentry **Departmental Fiscal Review: III. REVIEW COMMENTS** A. OFMB Fiscal and/or Contract Dev. and Control Comments: **Legal Sufficiency** В. Assistant County Attorney C. Other Department Review:

**Department Director** 

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## THIRD PROJECT BUDGET ADJUSTMENT AMENDMENT

THIS THIRD PROJECT BUDGET ADJUDGMENT (hereinafter "Third Adjustment") is made as of this day of day of 2018 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 City of Riviera Beach, a municipality located in Palm Beach County, herein referred to as the "Consultant", whose Federal I.D. is 59-6000417.

#### WITNESSETH:

WHEREAS, the parties, entered into that certain Agreement on September 26, 2017 (R2017-1388) ("Agreement") for an amount not to exceed \$238,499; and

WHEREAS, the parties have adjusted the project budget pursuant to Article 26 of the Agreement by execution of two previous Project Budget Adjustment notices; and

WHEREAS, it is necessary to further amend the Agreement to make appropriate budget adjustments to close out the Agreement for year end; and

WHEREAS, the parties agree to retroactively amend the Agreement in order to carry out the provisions set forth in this Third Project Budget Adjustment Amendment.

WHEREAS, the parties desire to update the Agreement to include the most current County standard contract provisions; and

# NOW THEREFORE, the parties hereby agree as follows:

- 1. This Third Project Budget Adjustment Amendment is effective retroactively as of September 1, 2018.
- 2. "Exhibit B(3)", which is attached hereto and incorporated herein, shall hereby replace and supersede all previous references to Exhibit "B(2)" in the Agreement, as amended.
- 3. Article 3, "Payments to Entity", paragraph "C" of the Agreement designating allowable "out of pocket" expenses is hereby amended to replace Four Thousand One Hundred Dollars (\$4,100) with Two Thousand Eight Hundred Dollars (\$2,800).
- 4. The Agreement is hereby modified by deleting ARTICLE 5- TERMINATION and replacing it in its entirety with the language below:
  - This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with

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cause upon five (5) business days written notice to the ENTITY or without cause upon ten (10) business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ENTITY shall:

Stop work on the date and to the extent specified.

- A. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- C. Continue and complete all parts of the work that have not been terminated.
  5. The Agreement is hereby modified by deleting ARTICLE 28 CRIMINAL HISTORY RECORDS CHECK in its entirety and replacing it with the following:

ENTITY'S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 1) does not comply with the requirements of County Code Section 2-371 - 2-

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377, as amended; 2) does not contact the COUNTY regarding a terminated ENTITY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

- 6. The Agreement is modified by deleting ARTICLE 30 SCRUTINIZED COMPANIES
  - A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
  - B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

7. In all other respects except as specifically modified herein the original Agreement shall remain in force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Third Project Budget Adjustment Amendment on behalf of the County, and the City of Riviera Beach has hereunto set its hand the day and year above written.

By: Karen Hoskins, City Manager	KATHLEEN SCARLETT AS DIRECTOR OF PURCHASING ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA  By: Kathleen Scarlett, Director of Purchasing
APPROVED AS TO FORM AND/EGAL SUFFICIENCY	DEPARTMENT OF PUBLIC SAFETY APPROVED AS TO TERMS AND CONDITIONS
By: Assistant County Attorney	Stephanie Sejnoha, Director Public Safety
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The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 15th of each month. Invoices must include the signed Acknowldegement of Services Forms. Invoices 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.

A. PERSONNEL	
70 I ENSONNEL	
SUB-TOTAL PERSONNEL	\$ -
B. OPERATIONAL EXPENSES	
FDC Case Management Services (10/1/17 - 6/30/18)	125,044.43
FDC Client Support Services (10/1/17 - 6/30/18)	21,870.00
FDLE Case Management Services (10/1/17 - 9/30/18)	14,500.00
FDC Case Management Services (10/1/17 - 9/30/18)	68,495.00
FDC Client Support Services (10/1/17 - 9/30/18)	5,789.57
Travel/Training/Mileage	200.00
Office Supplies	2,100.00
Copier Expense	500.00
SUB-TOTAL OPERATIONAL	\$ 238,499.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$
TOTALS .	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 238,499.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 238,499.00

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# FOURTH PROJECT BUDGET ADJUSTMENT AMENDMENT

THIS FOURTH PROJECT BUDGET ADJUSTMENT AMENDMENT (hereinafter "Fourth Adjustment") is made as of this day of 2018 by and between Palm Beach County, a political subdivision of the State of Florida, 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, herein referred to as the "Consultant", whose Federal I.D. is 59-2240502.

#### WITNESSETH:

**WHEREAS**, the parties, entered into that certain Agreement on September 26, 2017 (R2017-1386) ("Agreement") for an amount not to exceed \$343,502; and

WHEREAS, the parties have adjusted the project budget pursuant to Article 25 of the Agreement by execution of three previous Project Budget Adjustment notices; and

WHEREAS, it is necessary to further amend the Agreement to make appropriate budget adjustments to close out the Agreement for year end; and

WHEREAS, the parties agree to retroactively amend the Agreement in order to carry out the provisions set forth in this Fourth Project Budget Adjustment Amendment.

WHEREAS, the parties desire to update the Agreement to include the most current County standard contract provisions; and

**NOW THEREFORE**, the parties hereby agree as follows:

- 1. The foregoing recitals are incorporated herein by reference.
- 2. This Fourth Project Budget Adjustment is effective retroactively as of September 1, 2018.
- 3. "Exhibit B(4)", which is attached hereto and incorporated herein, shall hereby replace and supersede all previous references to Exhibit "B(3)" in the Agreement, as amended.
- 4. The Agreement is hereby modified by deleting ARTICLE 5- TERMINATION and replacing it in its entirety with the language below:

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT.

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Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT 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.
  5. The Agreement is hereby modified by deleting ARTICLE 28 CRIMINAL HISTORY RECORDS CHECK in its entirety and replacing it with the following:

CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code

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Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

- 6. The Agreement is modified by deleting ARTICLE 30 SCRUTINIZED COMPANIES
  - A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
  - B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

7. In all other respects except as specifically modified herein, the original Agreement shall remain in force and effect.

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IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Fourth Project Budget Adjustment Amendment on behalf of the County, and The Lord's Place, Inc. has hereunto executed same.

By Diana Stanley, President and CEO	KATHLEEN SCARLETT AS DIRECTOR OF PURCHASING ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA  By:  Kathleen Scarlett, Director of Purchasing
APPROVED AS TO FORM AND EGAL SUFFICIENCY	DEPARTMENT OF PUBLIC SAFETY APPROVED AS TO TERMS AND CONDITIONS
By: Assistant County Attorney	Stephanie Sejnoha, Director Public Safety

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The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 15th of each month. Invoices must include the Acknowldegement of Services Forms. Invoices 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.

A DEDCOMME	
A. PERSONNEL	
SUB-TOTAL PERSONNEL	<b>\$</b> -
B. OPERATIONAL EXPENSES	
FDC Case Management Services (10/1/17 - 6/30/18)	71 880 00
FDC Client Support Services (10/1/17 - 6/30/18)	71,880.00
. De Grent Support Scrvices (10/1/17 - 0/30/18)	107,132.00
FDC or Jail Case Management Services (10/1/17 - 9/30/18)	15,645.00
FDC or Jail Client Support Services (10/1/17 - 9/30/18)	75,732.00
Jail Case Management Services (10/1/17 - 9/30/18)	73,113.00
SUB-TOTAL OPERATIONAL	\$ 343,502.00
C. CAPITAL EXPENDITURES	
CLID TOTAL CADITAL	
SUB-TOTAL CAPITAL	\$ -
TOTALS	
A. PERSONNEL: Salaries and Benefits	<b>\$</b> -
B. OPERATIONAL EXPENSES	\$ 343,502.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 343,502.00

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#### FIFTH PROJECT BUDGET ADJUSTMENT AMENDMENT

THIS FIFTH PROJECT BUDGET ADJUSTMENT ADMENDMENT (hereinafter "Fifth Adjustment") is made as of this day of 2018 by and between Palm Beach County, a political subdivision of the State of Florida, 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, herein referred to as the "CONSULTANT", whose Federal I.D. is 59-1197040.

#### WITNESSETH:

**WHEREAS**, the parties, entered into that certain Agreement on September 26, 2017 (R2017-1387) ("Agreement") for an amount not to exceed \$238,494; and

WHEREAS, the parties have adjusted the project budget pursuant to Article 25 of the Agreement by execution of four previous Project Budget Adjustment notices; and

WHEREAS, it is necessary to further amend the Agreement to make appropriate budget adjustments to close out the Agreement for year end; and

WHEREAS, the parties agree to retroactively amend the Agreement in order to carry out the provisions set forth in this Fifth Project Budget Adjustment Amendment.

#### NOW THEREFORE, the parties hereby agree as follows:

- 1. This Fifth Project Budget Adjustment Amendment is effective retroactively as of September 1,2018
- 2. "Exhibit B(5)", which is attached hereto and incorporated herein, shall hereby replace and supersede all previous references to Exhibit "B(4)" in the Agreement, as amended.
- 3. Article 3, "Payments to Consultant", paragraph "C" of the Agreement designating allowable "out of pocket" expenses is hereby amended to replace Thirteen Thousand Two Hundred Ninety-Five Dollars (\$13,295) with Nine Thousand One Hundred Eight Dollars and Forty-Three Cents (\$9,108.43).
- 4. In all other respects except as specifically modified herein the original Agreement shall remain in force and effect.

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IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative,

ULFSTREAM GOODWILL NDUSTRIES, INC.	KATHLEEN SCARLETT AS DIRECTOR OF PURCHASING ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
y: Maydin G. Janek Marvin Tanck, President	By: Kathleen Scarlett, Director of Purchasing
PPROVED AS TO FORM ND EGAL SUFFICIENCY	DEPARTMENT OF PUBLIC SAFETY APPROVED AS TO TERMS AND CONDITIONS
y: Assistant County Attorney	Stephanie Sejnoha, Director Public Safety
	Attachment #

The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 15th of each month. Invoices must include the signed Acknowldegement of Services Forms. Invoices 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.

A. PERSONNEL	
SUB-TOTAL PERSONNEL	\$ -
B. OPERATIONAL EXPENSES	
FDC Case Management Services (10/1/17 - 6/30/18)	106,750.00
FDC Client Support Services (10/1/17 - 6/30/18)	26,300.57
FDC or Jail Case Management Services (10/1/17 - 9/30/18)	30,530.00
FDC or Jail Client Support Services (10/1/17 - 9/30/18)	24,200.00
FDC or Jail Case Management Services (10/1/17 - 9/30/18)	41,605.00
Communication	1,273.59
Supplies	134.84
Travel/Training/Mileage	7,700.00
SUB-TOTAL OPERATIONAL	\$ 238,494.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	<b>\$</b> -
TOTALS	
A. PERSONNEL: Salaries and Benefits	-
B. OPERATIONAL EXPENSES	\$ 238,494.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 238,494.00

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# SIXTH PROJECT BUDGET ADJUSTMENT AMENDMENT

THIS SIXTH PROJECT BUDGET ADJUSTMENT AMENDMENT (hereinafter "Sixth Adjustment") is made as of this day of 2018 by and between Palm Beach County, a political subdivision of the State of Florida, 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, herein referred to as the "CONSULTANT", whose Federal I.D. is 59-1197040.

#### WITNESSETH:

WHEREAS, the parties, entered into that certain Agreement on September 26, 2017 (R2017-1389) ("Agreement") for an amount not to exceed \$374,745; and

WHEREAS, the parties have adjusted the project budget pursuant to Article 25 of the Agreement by execution of five previous Project Budget Adjustment notices that reduced the total to \$361,101; and

WHEREAS, the project budget needs to be decreased by an additional \$27,078 to a total amount not to exceed \$334,023; and

WHEREAS, it is necessary to further amend the Agreement to make appropriate budget adjustments to close out the Agreement for year end; and

WHEREAS, the parties agree to retroactively amend the Agreement in order to carry out the provisions set forth in this Sixth Project Budget Adjustment Amendment.

#### NOW THEREFORE, the parties hereby agree as follows:

- 1. This Sixth Project Budget Adjustment Amendment is effective retroactively as of September 1, 2018.
- 2. "Exhibit B(6)", which is attached hereto and incorporated herein, shall hereby replace and supersede all previous references to Exhibit "B(5)" in the Agreement, as amended.
- 3. Article 3, "Payments to Consultant", paragraph "A" of the Agreement designating expenses is hereby amended to replace the not to exceed amount of Three Hundred Sixty One Thousand One Hundred-One Dollars (\$361,101) with Three Hundred Thirty Four Thousand Twenty-Three Dollars (\$334,023).
- 4. In all other respects except as specifically modified herein, the original Agreement shall remain in force and effect.

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**IN WITNESS WHEREOF**, Palm Beach County, Florida, through its authorized representative, has made and executed this Sixth Project Budget Adjustment Amendment on behalf of the County, and Gulfstream Goodwill Industries has hereunto executed same.

KATHLEEN SCARLETT AS

DIRECTOR OF PURCHASING ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

Kathleen Scarlett, Director of Purchasing

DEPARTMENT OF PUBLIC SAFETY

Stephanie Sejnoha, Director Public Safety

APPROVED AS TO TERMS AND

**CONDITIONS** 

GULFSTREAM GOODWILL

APPROVED AS TO FORM

AND EGAL SUFFICIENCY

INDUSTRIES, INC.

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The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 15th of each month. Invoices must include the signed Acknowldegement of Services Forms. Invoices 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.

A. PERSONNEL	
SUB-TOTAL PERSONNEL	
TO THE PROCESSION OF THE PROCE	<u> </u>
D. ODEDATION	
B. OPERATIONAL EXPENSES	
Case Management Services	161,276.00
Professional Services (C2C)	136,812.00
Client Support Services	16,700.00
Communication	2,500.00
Supplies	1,800.00
Travel/Training/Mileage	14,935.00
SUB-TOTAL OPERATIONAL	\$ 334,023.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 334,023.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 334,023.00

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