



DATE: November 18, 2014

AGENDA ITEM NO. //

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 County Administrator's Signature:

Subject:

Approval of Service Funding Agreement between Pinellas County and Pinellas Ex-Offender Re-Entry Coalition, Inc.

Department:

Safety and Emergency Services

Staff Member Responsible:

Michael Cooksey, Director
Justice and Consumer Services

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE PINELLAS RE-ENTRY COURT SERVICE FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND THE PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. (PERC). IT IS ALSO REQUESTED THE CHAIR BE AUTHORIZED TO SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

The purpose of this Agreement is to provide service funding to PERC for Fiscal Year 2015. The Board accepted the Supplemental Second Chance Act grant award in the amount of \$350,000.00 on October 21, 2014 to continue the Re-Entry Court project. PERC is a full service provider that covers all components for the Re-Entry Court program through collaboration with Pinellas County, the Sheriff's Office, the Sixth Judicial Circuit, the Florida Supreme Court, Jail Diversion, Safe Harbor, and other public, private and faith-based organizations and social service programs that support re-entry throughout Pinellas County.

Fiscal Impact/Cost/Revenue Summary:

The amount of this Agreement is \$350,000.00 and all payments made under this Agreement shall be reimbursed by Grant Funds. This Agreement period begins October 1, 2014, and ends September 30, 2015. The grant award has been included in the Justice & Consumer Services revenue and expense budget for FY15 through a Budget Resolution.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. Service Funding Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Pinellas Re-Entry Court Service Funding Agreement Between Pinellas County and Pinellas Ex-Offender Re-Entry Coalition, Inc. (PERC)

CONTRACT NO.: ESTIMATED EXPENDITURE / REVENUE: 350,000.00
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

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REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Michael Cooksey, Justice & Consumer Services	10/14/14	MC		
Risk Mgmt: Virginia Holscher	10/15/14	GH	See Attachment 2 Insurance Requirements	✓
Finance:** Cassandra Williams	10/17/14	CBW		
OMB:** Bill Berger	10/21/14	VE AL in BS	added changes to the Fiscal Impact section.	✓ OK or changes made
Legal: Carl Brody	10/21/14	CB	10/24/14 - discussed the changes re: JCS and they are fine ✓	
Executive Director: Bruce Moeller, Department of Safety and Emergency Services	10/26/2014	BM		

Please return to Monica Davis-Griffin.

All inquiries should be made to Monica Davis-Griffin @ Ext. 3-7503.

** See Contract Review Process

Revised 5.13.13

OMB Contract Review

Contract Name(s)	Pinellas Re-Entry Court Service Funding Agreement Between Pinellas County and Pinellas Ex-Offender Re-Entry Coalition, Inc.		
CATS#	45814	Contract #	

Mark all Applicable Boxes:

Type of Contract							
CIP		Grant		Other	x	Revenue	Project

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	\$350,000
Fund(s)	0001	Amount of Change	-0-
Cost Center(s)	311112	Contract Amount	\$ 350,000
Program(s)	1712	Amount Available	Total: \$ 350,000
Account(s)	5340001	Included in Applicable Budget? (Y/N)	No, will need amendment
Project(s)	000324A		
Fiscal Year(s)	FY14/15	Required \$ Match (grants)	No

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This agreement provides for continued collaborative services associated with the Pinellas Re-Entry Court Project through FY15. On October 21, 2014, the Board of County Commissioners accepted a third supplemental grant award of \$350,000 from The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Pinellas Ex-Offender Re-Entry Coalition (PERC) is the sole source provider of services. In addition to services for FY15, this agreement provides for retroactive reimbursement of expenses incurred by PERC from July 1 to September 30, 2014. The retroactive payment was approved by DOJ in the supplemental award. A budget resolution will be submitted to recognize new receipts and appropriate the balance of the supplemental grant for FY15 expenses after funds are reconciled for FY14 year-end.

Analyst:

Veronica Ettel - *VE*
10/20/14

Ok to Sign: ☒

**PINELLAS RE-ENTRY COURT
SERVICE FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND
PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC.**

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC., a non-profit Florida Corporation, hereinafter referred to as “AGENCY”.

W I T N E S S E T H:

WHEREAS, the purpose of this Agreement is to facilitate the administration of federal grant funds and their resultant programs through mutual understanding of the procedures and expectations of each party; and

WHEREAS, it has been determined there is a need for continued local reentry collaboration; and

WHEREAS, the COUNTY and the AGENCY have collaborated on a Re-Entry Court model grant submission for federal funding; and

WHEREAS, the COUNTY wishes to continue contract with AGENCY to facilitate partnerships with local community service agencies to serve reentry clients in Pinellas County and to satisfy the grant goals; and

WHEREAS, the AGENCY provides services consistent with the requirements of the federal grant funds in an efficient manner; and

WHEREAS, the COUNTY has made significant investments in treatment, diversion, and outreach to enhance offender success; and

WHEREAS, the Pinellas County Sheriff’s Office with support from the COUNTY has established a collaborative jail diversion and reentry facility under the name of Safe Harbor; and

WHEREAS, the COUNTY wishes to ensure programs collaborate for effective service provision; and

WHEREAS, the Tampa Bay Information Network (TBIN) is an important collaborative tool for identifying community service needs and bed space in conjunction with service provider data systems.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between COUNTY and AGENCY as follows:

1. SCOPE OF SERVICES:

- a. AGENCY agrees to comply with the terms, conditions, and scope of the United States Department of Justice, Office of Justice Programs, Pinellas Re-Entry Court Project, hereinafter referred to as “GRANTOR”, and all Acceptance and Agreement Conditions as listed in the Grant Award and Special Conditions documents from the United States Department of Justice (Attachment 1).
- b. AGENCY agrees to provide the services for COUNTY outlined within the grant abstract, narrative, and budget (Attachment 2) as well as any adjustments approved by the United States Department of Justice. Grant changes shall be addressed within the Agreement using an agreement modification request.
- c. AGENCY agrees to function as the Lead Agency and facilitate the coordination of all service providers as outlined in Section 1(a), as well as any other associated programs or providers as appropriate in association with the Pinellas Re-Entry Court Project. Further, AGENCY agrees to review the services, receipt of invoices from service providers, and reimbursement of payment to service

providers. AGENCY agrees to ensure program services are documented and in compliance with the provisions of the grant award.

- d. AGENCY agrees to designate a program coordinator to be responsible for all client services provided in conjunction with this program. The coordinator will be responsible for effective client services, program collaboration, case assignments, referrals, records, staffing, classes and groups, and liaison with Sheriff or Sheriff's designee. When the coordinator is not available, a separate program staff member shall be designated as the active contact and will be responsible for addressing service concerns.
- e. AGENCY agrees to employ and/or contract for staff as outlined within the grant and will maintain staffing levels. The AGENCY agrees to initiate recruitment within two (2) weeks of a position opening.
- f. AGENCY agrees to provide services in accordance with operational guidelines established for activities occurring in the Pinellas County Jail or any other Sheriff or County facility.
- g. AGENCY agrees to coordinate reporting activities for services including, but not limited to:
 - i. Develop and provide a monthly schedule of groups and classes for review by the COUNTY and the Sheriff or Sheriff's designee. The schedule will include name or group or class, location of group or class, and name, agency affiliation, and contact information of person facilitating group or class. All new groups or classes will obtain pre-approval by submitting a

curriculum/outline, goals, and objectives to the COUNTY and the Sheriff or Sheriff's designee.

- ii. Maintain original signed attendance sheets for groups and classes with date, name of class, and name of facilitator for inspection by Sheriff or Sheriff's designee. Copies will also be submitted with grant documentation to the COUNTY.
- iii. Record and maintain class/group evaluations and feedback from attendees as appropriate at the end of each programming cycle.
- iv. Provide a monthly report on the number of clients registered through intake, assessed, served, and referred.
- v. Provide a monthly report of the number and type of groups and classes facilitated and number of attendees. Notation of attendance in programs as part of a Notice to Appear dismissal under the Safe Harbor diversion program is to be included.
- vi. Provide information on all project staff to the COUNTY and the Sheriff or Sheriff's designee including name, agency affiliation, and qualifications.
- vii. Develop monthly staffing plans for grant services at the facility with associated work schedules showing coverage during hours of operation as established under the Facility Operational Guidelines. Copies of staffing plans will be provided to the COUNTY and Sheriff or Sheriff's designee. AGENCY will coordinate staffing to ensure adequate coverage to include making appropriate arrangements for substitute coverage during absences.

- viii. Provide notification to the COUNTY and the Sheriff or Sheriff's designee in the event that there is a significant change to class and group schedules or a significant change in staffing or coverage.
- ix. Attend regular stakeholder policy and service meetings to discuss operations. Schedule monthly meetings with the COUNTY and the Sheriff or Sheriff's designee to discuss service coordination. Additional meetings may be scheduled as required.
- h. AGENCY agrees to coordinate with the Sheriff's Office, the Courts, the Public Defender's Office, and the State Attorney's Office to ensure grant goals are met.
- i. AGENCY agrees to maintain its books and records in accordance with Generally Accepted Accounting Principles (GAAP) and to institute fiscal controls so as to be able to account for all monies spent in order to perform the obligations under this Agreement. Agency is expected to maintain and fund payroll through established state and federal guidelines.
- j. AGENCY agrees to regularly meet and coordinate with the collaborative agencies for planning and effective implementation of the Pinellas Re-Entry Court Project.
- k. AGENCY agrees to prepare monthly, quarterly and annual reports as directed by the COUNTY, including agreed upon form documents to allow for consistency with other service providers. Furthermore, AGENCY will evaluate the project success through quarterly recidivism testing of clients provided service under the Pinellas Re-Entry Court Project.

- l. AGENCY agrees to staff services in accordance with the Safe Harbor Facility Operational Guidelines to ensure proper weekday, weekend, and evening coverage.
- m. AGENCY agrees to assist in developing “value added” services within the project by identifying, recruiting and maintaining participation by local organizations to provide referral and service enhancements. The AGENCY shall gain approval from the Sheriff or Sheriff’s designee for any new or recommended service providers prior to their involvement within the jail or County facilities.
- n. AGENCY will disclose and provide documentation on any service affiliation by AGENCY or program staff. This affiliation includes positions on Boards, funding commitments, and general memberships. Documentation will include affiliated organization, how affiliated, length of affiliation, and type of affiliation.
- o. AGENCY agrees to maintain a working program database for purposes of data collection, program coordination, service and referral tracking, billing, and grant reporting purposes.
- p. AGENCY agrees to fully abide by all applicable laws surrounding the collection, storage, and use of program data. As necessary, the AGENCY will enter into data sharing agreements to outline proper use of system data and ensure system security.
- q. AGENCY agrees to collaborate with the TBIN data system to the extent possible without additional costs or impacts to the program.
- r. AGENCY agrees to grant the COUNTY license to the program database and ownership of all program generated data, including a copy of the entire database

as requested. In the event the program ends for any reason, the COUNTY or COUNTY designee has license to continue use of the program database. A full copy of the working database and program data will be provided to the COUNTY within seven (7) working days.

2. COMPENSATION:

- a. The COUNTY agrees to pay AGENCY for services as described in Section 1 of this Agreement up to the sum of Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000.00).
- b. All requests for reimbursement payments shall be accompanied either by invoices indicating AGENCY payment or documentation which certifies that the services for which reimbursement is sought have been rendered.
- c. AGENCY shall submit, within fifteen (15) working days after month's end, a detailed invoice to the COUNTY for review and authorization to pay. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.
- d. The COUNTY shall retroactively reimburse AGENCY for services provided July 1, 2014 through September 30, 2014 in accordance with the Agreement between the Parties for FY 13-14. (Attachment 3).

3. CONDITIONS:

- a. The laws of the State of Florida shall govern this Agreement.
- b. In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify AGENCY of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

- c. The contact person for COUNTY shall be:

Monica Davis-Griffin, Justice Programs Analyst
Pinellas County Department of Justice & Consumer Services
15251 Roosevelt Boulevard, Suite 209
Clearwater, Florida 33760

- d. The contact person for AGENCY shall be:

Michael Jalazo, Executive Director
Pinellas Ex-Offender Re-Entry Coalition, Inc.
6160 Ulmerton Road Unit 10
Clearwater, Florida 33762

- e. AGENCY shall perform this Agreement. No assignment or subcontracting shall be allowed without prior permission of the COUNTY.
- f. This Agreement may only be modified by mutual agreement, evidenced by a written amendment executed in the same fashion as the original.
- g. AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided, as well as a separate account(s) for the formula grant funding. In addition, AGENCY agrees to specifically identify all clients paid for by grant funds.
- h. AGENCY shall obtain and maintain all licenses that are necessary to fulfill the conditions of this Agreement.
- i. Services and program structure shall follow the grant outline and budget document. Approved changes to the grant shall be addressed in this Agreement through an Agreement Modification Request.

4. REPORTS:

The Agency will collect and retain all data as required in Section 1 of this Agreement and report at least monthly to the Pinellas County Department of Justice & Consumer Services, using

the report format agreed upon by the parties. These reports shall accompany the request for reimbursement documentation.

5. CONFIDENTIALITY:

Both parties acknowledge that in exchanging, storing, processing or otherwise dealing with information about referred patients, they are fully bound by the federal and state laws governing the confidentiality and patients' privacy rights.

6. INDEMNIFICATION:

AGENCY shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on by, or account of any injuries or damages received or sustained by any person, persons or property by or from AGENCY; or by, or in consequence of, any neglect in safeguarding the work; or by, or on account of, any act or omission, neglect or misconduct of AGENCY; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

7. CANCELLATION:

- a. COUNTY reserves the right to cancel this Agreement without cause by giving thirty (30) days notice to AGENCY in writing of the intention to cancel or with cause if at any time AGENCY fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of COUNTY.

8. INTEREST TO MEMBERS OF COUNTY AND OTHERS:

No officer, member or employee of the COUNTY and no member of its governing body and no other public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decision relating to this Agreement which affect their personal interest or the interest of any corporation, partnership or association which they are, directly or indirectly, interested; nor shall any officer, member or employee of the COUNTY or any member of its governing body, COUNTY or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

9. NON-DISCRIMINATION:

AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin or disability. AGENCY will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

10. MINIMUM INSURANCE REQUIREMENTS:

AGENCY must provide verification of adequate liability insurance coverage that includes the Pinellas County Board of County Commissioners as an additional insured. AGENCY must hold this coverage at all times during the existence of this Agreement. Minimum insurance requirements (Attachment 4).

11. ENTRY:

The COUNTY reserves the right to enter upon any premises used for any part of this project at any reasonable time for the purpose of making an inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

12. AUDIT:

AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided. In addition, AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be requested by the COUNTY. For the purpose of such audits, AGENCY shall retain all records relating to this Agreement for three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to County Ordinance 94-51, as well as all Grantor audit conditions as listed in Standard Conditions, Number 15, Audit.

13. EFFECTIVE DATE:

This Agreement is effective as of October 1, 2014, and shall remain in effect through September 30, 2015.

14. ENTIRE AGREEMENT

This written Agreement contains the sole and entire agreement between the COUNTY and the AGENCY and shall supersede any and all other agreements between them.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

ATTEST:
KEN BURKE
Clerk of the Circuit Court

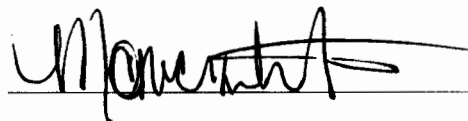
PINELLAS COUNTY, a political
subdivision of the State of Florida,
acting by and through its
Board of County Commissioners

By: _____
Deputy Clerk

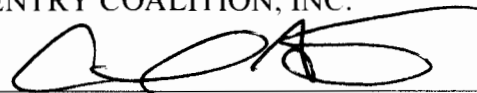
By: _____
Chair

Date: _____

ATTEST:



PINELLAS EX-OFFENDER
RE-ENTRY COALITION, INC.

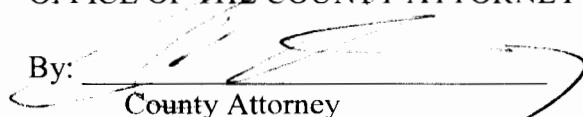
By: 


Printed Name: Michael Jalyzo

Title: Executive Director

Date: 10/27/14

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

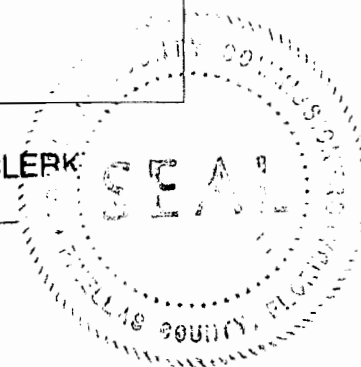
By: 
County Attorney

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>Grant</p>	<p>PAGE 1 OF 5</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Pinellas County Board of County Commissioners 315 Court Street Clearwater, FL 33756</p>	<p>4. AWARD NUMBER: 2010-RM-BX-0006</p> <p>5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2015</p>																	
<p>1A. GRANTEE IRS/VENDOR NO. 596000801</p>	<p>6. AWARD DATE 09/09/2014</p> <p>8. SUPPLEMENT NUMBER 03</p> <p>9. PREVIOUS AWARD AMOUNT \$ 1,500,000</p>	<p>7. ACTION Supplemental</p>																
<p>3. PROJECT TITLE Pinellas County Reentry Court</p>	<p>10. AMOUNT OF THIS AWARD \$ 350,000</p> <p>11. TOTAL AWARD \$ 1,850,000</p>																	
<p>12. SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																		
<p>13. STATUTORY AUTHORITY FOR GRANT</p> <p>This project is supported under FY14(BJA - Second Chance Act Research) 42 USC 17551, et seq.; Pub. L. No. 113-76, 128 Stat. 5, 63</p>																		
<p>15. METHOD OF PAYMENT</p> <p>GPRS</p>																		
<p>AGENCY APPROVAL GRANTEE ACCEPTANCE</p>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Karol Virginia Mason Assistant Attorney General</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Mark S. Woodard County Administrator</p> <p style="font-size: 1.2em; margin-left: 100px;"><i>Karen W. Seel</i></p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>Karol V. Mason</i></p>	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p> <p style="font-size: 1.2em; margin-left: 20px;">10/22/14</p>																
<p>AGENCY USE ONLY</p>																		
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>RY</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>350000</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	RY	80	00	00		350000	<p>21. JRYUGT1537</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT											
X	B	RY	80	00	00		350000											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

ATTEST: KEN BURKE, CLERK
By: *[Signature]*
Deputy Clerk



ATTACHMENT #1



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2010-RM-BX-0006

AWARD DATE 09/09/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 5

PROJECT NUMBER 2010-RM-BX-0006

AWARD DATE 09/09/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 5

PROJECT NUMBER 2010-RM-BX-0006

AWARD DATE 09/09/2014

SPECIAL CONDITIONS

16. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
17. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
18. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
19. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
22. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
23. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
24. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
25. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

RWS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 5

PROJECT NUMBER 2010-RM-BX-0006

AWARD DATE 09/09/2014

SPECIAL CONDITIONS

26. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2010-RM-BX-0006

PAGE 1 OF 1

This project is supported under FY14(BJA - Second Chance Act Research) 42 USC 17551, et seq.; Pub. L. No. 113-76, 128 Stat. 5, 63

1. STAFF CONTACT (Name & telephone number)

Lucia M. Turck
(202) 305-1619

2. PROJECT DIRECTOR (Name, address & telephone number)

Mike Cooksey
Bureau Director
315 Court Street
Clearwater, FL 33756-5165
(727) 453-7441

3a. TITLE OF THE PROGRAM

BJA FY 14 Solicited - Corrections

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Pinellas County Reentry Court

5. NAME & ADDRESS OF GRANTEE

Pinellas County Board of County Commissioners
315 Court Street
Clearwater, FL 33756

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2015

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2015

9. AMOUNT OF AWARD

\$ 350,000

10. DATE OF AWARD

09/09/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Pinellas County Board of County Commissioners will utilize their FY14 Second Chance Act funds to support their local Second Chance Act Reentry Program. Supplemental funds will be utilized to provide clients with comprehensive assessment and planning both pre- and post-release from incarceration; active, consistent, and constant judicial oversight through the re-entry process; proper and tailored support services managed both for the client and systematically; and accountability for clients that brings both swift and certain sanctions for those who choose not to participate appropriately as well as rewarding those who embrace what the program has to offer successfully. NCA/NCF



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Pinellas County Board of County Commissioners

Awards made under this solicitation will be used implement a reentry court program. None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

KWS



Change Grantee Authorized Signing Official GAN

[All Active](#)[Change Requested](#)[Approved](#)[Denied](#)[Draft](#)[Create Grant Adjustment](#)[Help/Frequently Asked Questions](#)US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**GRANT ADJUSTMENT NOTICE**

Grantee Information			
Grantee Name:	Pinellas County Board of County Commissioners	Project Period:	10/01/2010 - 09/30/2014
Grantee Address:	315 Court Street Clearwater, 33756	Program Office:	BJA
Grantee DUNS Number:	05-520-0216	Grant Manager:	Zafra Stork
Grantee EIN:	59-6000800	Application Number(s):	2011-H6581-FL-DD 2012-H5392-FL-DJ 2014-H4309-FL-D2 2010-H7373-FL-RM
Vendor #:	596000801	Award Number:	2010-RM-BX-0006
Project Title:	Pinellas Re-Entry Court	Award Amount:	\$1,500,000.00

Change Grantee Authorized Signing Official			
Specific documentation is required for changes to a Grantee Authorized Signing Official. Documentation can be the legal document that effected the change or a letter noting the official change authenticated (signed) by a proper official of the state having jurisdiction. Documentation must be electronically attached. If you cannot attach the documentation, please contact your Grant Manager.			
Current Authorized Signing Official		New Authorized Signing Official	
Prefix	Mr.	*Prefix	Other
Prefix (Other)		Prefix (Other)	Chair
First Name	Mark	*First Name	Karen
Middle Initial	S	Middle Initial	W
Last Name	Woodard	*Last Name	Seel
Suffix		Suffix	
Suffix (Other)		Suffix (Other)	
Title	County Administrator	*Title	Pinellas County Board of County Commissioners
Address Line 1	315 Court Street	*Address Line 1	315 Court Street
Address Line 2		Address Line 2	
City	Clearwater	*City	Clearwater
State	Florida	*State	Florida
Zip	33756 -	*Zip	33756 - 5165
Phone	(727) 464-3485 Ext	*Phone	(727) 464-3485 Ext
Fax	(727) 464-4384	Fax	(727) 464-3485
Email	Mwoodard@pinellascounty.org	*Email	kseel@co.pinellas.fl.us
*Required Justification for Change Grantee Authorized Signing Official			
The Pinellas County Board of County Commissioners approves and accepts Pinellas County Grant Awards.			
Attachments:			
Filename:	User:	Timestamp:	Action:
Sec. 2 62. Approval authority. [1].docx	pinellascof	10/01/2014 2:41 PM	Deleted

Commissioners.pdf	pinellascofi	09/30/2014 1:47 PM		
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - Grant Manager	storkz	10/02/2014 11:08 AM	View Note
Submitted	PO - Grant Manager	pinellascofi	10/01/2014 2:42 PM	View Note
Change Requested	PO - Grant Manager	storkz	10/01/2014 10:57 AM	View Note
Change Requested	EXTERNAL - External User	storkz	10/01/2014 10:57 AM	View Note
Submitted	PO - Grant Manager	pinellascofi	09/30/2014 1:48 PM	View Note
Draft	EXTERNAL - External User	pinellascofi	09/30/2014 1:46 PM	View Note

Budget Narrative

A. Personnel/Salary Costs

Pinellas County Justice and Consumer Services- 2 Analyst positions at 5% (\$3,391.50 & \$3,398) for project support 18 months

Pinellas County Non Federal Contribution-In Kind	\$ 6,789.50
Total Budget, Personnel/Salary Costs	\$ 6,789.50

B. Fringe Benefits

There are no specific fringe benefit costs associated with this proposed budget.

Total Budget, Fringe Benefits	\$ -
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C. Travel/Training

There are no specific travel/training costs associated with this proposed budget.

Total Budget, Travel/Training	\$ -
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D. Equipment

There are no specific equipment costs associated with this proposed budget.

Total Budget, Equipment	\$ -
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E. Supplies

There are no specific supplies costs associated with this proposed budget.

Total Budget, Supplies	\$ -
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F. Construction

There are no construction costs associated with this proposed budget.

Total Budget, Construction	\$ -
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G. Consultants/Contracts

Overseen by two Justice Coordination criminal justice analysts, Pinellas County will contract directly with the Pinellas Ex Offender Reentry Coalition to oversee this initiative and subcontract with program partners for direct client service provision as outlined in the program narrative. Each organization and their specific commitment to the Pinellas Reentry Court is outlined below.

1. Narrative - Pinellas Ex-Offender Re-Entry Coalition

Below please find all parts contributed to the Pinellas Re-entry court by the Pinellas Ex-Offender Re-Entry Coalition (PERC). PERC will assist OJCS in this initiative by providing a full time program coordinator to oversee project partners, service delivery, and maintain data; will provide a full time counselor/case manager to offer wrap around case management services to clients, all associated staff travel, general and printing supplies for staff and clients. Finally, PERC will conduct and oversee the evaluation and administration of the program.

PERC	Counselor/Case Manager	4 FTE	\$ 116,480.00
PERC	Reentry Court Coordinator	1 FTE	\$ 55,200.00
PERC	Counselor/Case Manager	at 27%	\$ 31,450.00
PERC	Reentry Court Coordinator	at 28%	\$ 14,904.00
PERC	Counselor Case Management Travel		\$ 600.00
PERC	General Supplies & Equipment		\$ 2,400.00
PERC	Professional Licenses		\$ 1,000.00
PERC	LS/CM supplies		\$ 500.00
PERC	Program Evaluation		\$ 15,000.00
PERC	Program Management		\$ 15,000.00
PERC	Professional Liability Insurance @4%		\$ 6,866.00
PERC	Cell Phones \$300 per month	6 Staff	\$ 3,600.00
PERC	60 clients x \$10 per month x 12 months, CM System		\$ 7,200.00
PERC	CBT Classes, 10 per week, \$100.00 per, \$35 cash match, \$65 billed to grant		\$ 33,800.00
	PERC Federal Request		\$ 304,000.00
PERC	Case Management system, \$ 3 per client, 60 clients, 12 months		\$ 2,160.00
PERC	CBT Classes, 10 per week, \$35.00 cash match per class		\$ 18,200.00
PERC	30% of time to project for Clinical Director, Contract/Data Manager and Fringe		\$ 42,863.00
PERC	20% of to the project for Reentry Director and Fringe		\$ 19,685.00
	PERC Non Federal Contribution-Cash		\$ 82,908.00
	Total Budget, PERC		\$ 386,908.00

2. Narrative - Proper Protocol

Below please find the outline of services to be offered by the Proper Protocol workplace readiness program. Proper Protocol will provide 10 workshops annually- each workshop will last 6 weeks and will be based on 10 clients in each workshop with an alignment with the Pinellas County Adult Drug and its clients as well as Reentry Court, follow up case management, job development and job placement services

Proper Protocol	10 workshops, 10 clients @\$460	\$ 46,000.00
	Proper Protocol Federal Request	\$ 46,000.00
	Total Budget, Proper Protocol	\$ 46,000.00

Total Budget, Consultants/Contracts	\$ 432,908.00
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NON FEDERAL REQUEST

CASH MATCH

The Pinellas County Re Entry Court Program offers the following **cash** matches for the project

A	Personnel	\$ -
B	Fringe	\$ -
C	Travel	\$ -
D	Equipment	\$ -
E	Supplies	\$ -
F	Construction	\$ -
G	Consultants/Contracts	\$ 82,908.00
PERC	Case Management system, \$ 3 per client, 60 clients, 12 months	\$ 2,160.00
PERC	CBT Classes, 10 per week, \$35.00 cash match per class	\$ 18,200.00
PERC	30% of time to project for Clinical Director, Contract/Data Manager and Fringe	\$ 42,863.00
PERC	20% of to the project for Reentry Director and Fringe	\$ 19,685.00
		<u>\$ 82,908.00</u>
H	Other	\$ -
Pinellas County	Pinellas Safe Harbor office, classrm space, triage beds (25,000 sq ft @\$17 per sq ft, 18mths)	\$ 289,000.00
	Pinellas Safe Harbor utilities (\$5.25 per square foot, 25000 sq ft, 18 mths)	\$ 89,250.00
		<u>\$ 378,250.00</u>
I	Indirect Costs	\$ -
SUMMARY		
A	Personnel	\$ -
B	Fringe Benefits	\$ -
C	Travel	\$ -
D	Equipment	\$ -
E	Supplies	\$ -
F	Construction	\$ -
G	Consultants/Contracts	\$ 82,908.00
H	Other	\$ 378,250.00
I	Indirect Costs	\$ -
	PROJECT COSTS-CASH MATCH	\$ 461,158.00

IN KIND MATCH

The Pinellas County Re Entry Court Program offers the following **in kind** matches for the project

A	Personnel	\$ 6,789.50
Pinellas County	Justice and Consumer Services- 2 Analyst positions at 5% (\$3,391.50 & \$3,398) for project	\$ 6,789.50
B	Fringe	\$ -
C	Travel	\$ -
D	Equipment	\$ -
E	Supplies	\$ -
F	Construction	\$ -
G	Consultants/Contracts	\$ -
H	Other	\$ -
I	Indirect Costs	\$ -
SUMMARY		
A	Personnel	\$ 6,789.50
B	Fringe Benefits	\$ -
C	Travel	\$ -
D	Equipment	\$ -
E	Supplies	\$ -
F	Construction	\$ -
G	Consultants/Contracts	\$ -
H	Other	\$ -
I	Indirect Costs	\$ -
	PROJECT COSTS-IN KIND MATCH	\$ 6,789.50

CASH MATCH	\$ 461,158.00
IN-KIND MATCH	\$ 6,789.50
TOTAL NON FEDERAL PORTION	\$ 467,947.50

Budget Detail Worksheet

A. Personnel	\$ <u>6,789.50</u>
B. Fringe Benefits	\$ <u>-</u>
C. Travel/Training	\$ <u>-</u>
D. Equipment	\$ <u>-</u>
E. Supplies	\$ <u>-</u>
F. Construction	\$ <u>-</u>
G. Consultants/Contracts	\$ <u>432,908.00</u>
H. Other	\$ <u>378,250.00</u>
I. Indirect Costs	\$ <u>-</u>

Budget Summary Page

A.	Personnel/Salary Costs	\$ <u>6,789.50</u>
B.	Fringe Benefits	\$ <u>-</u>
C.	Travel/Training	\$ <u>-</u>
D.	Equipment	\$ <u>-</u>
E.	Supplies	\$ <u>-</u>
F.	Construction	\$ <u>-</u>
G.	Consultants/Contracts	\$ <u>432,908.00</u>
H.	Other	\$ <u>378,250.00</u>
I.	Indirect Costs	\$ <u>-</u>

TOTAL PROJECT COSTS	\$ <u>817,947.50</u>
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FEDERAL REQUEST	\$ 350,000.00
<u>NON FEDERAL PORTION</u>	<u>\$ 467,947.50</u>
TOTAL PROJECT COSTS	\$ 817,947.50

PROGRAM NARRATIVE, PINELLAS REENTRY COURT PROGRAM

A. Statement of the Problem

Problems with Returning Inmates to the Community – Pinellas County, Florida, has a disproportionate population of offenders released from incarceration each year. There are over 50,000 bookings and releases locally in the Pinellas County Jail annually, with approximately 6,500 of these people being released from a jail sentence and in the need of reentry services. Additionally, 2200 +/- releases come back to Pinellas County from Florida Department of Corrections facilities annually. Echoing many of the problems found nationally with re-entry, Florida's released prisoners face numerous challenges that ultimately aid in their return to criminal activity, re-arrest, and re-incarceration. Research shows that unemployment has a profound impact on recidivism rates. Statistics show that even before incarceration, adult inmates demonstrate weak or non-existent ties to the workforce, with nearly 33% of inmates unemployed in the month leading up to their arrests. This is an even bigger challenge in Pinellas County, as overall unemployment continues to track above high rates in the state and the rest of the nation. The lack of appropriate housing and the inability to access substance abuse treatment and mental health care significantly reduce positive outcomes. The "what works" literature shows that programs that provide intensive substance abuse and mental health treatment during incarceration, combined with aftercare, have proven effective in reducing recidivism; however, accessing these services continues to prove challenging for our target population. Finally, the lack of a sound support system strengthened by high and consistent family support integration has long been a problem for offenders re-entering the community. The recidivism rate used in the program for one year is 56% and the baseline recidivism rate for the target population is the same. The baseline recidivism rate for two years is 72% and the baseline recidivism rate for the

target population is the same. The baseline rate was calculated for the comparison group by using a ten-year cohort of releases from programming (releases from 5/1/2001 through 05/1/2010).

Current Re-Entry Process, Availability of Offender Services in the Community

The Pinellas County Office of Justice and Consumer Services (OJCS) on behalf of the Pinellas County Board of County Commissioners works hand-in-hand with community partners to provide re-entry services for offenders re-entering the community from the Pinellas County Jail and Department of Corrections with the establishment of the Pinellas Safe Harbor. Offenders are linked to multiple programs, including legal, health, housing, work release, child support and family counseling, mental health, substance abuse, life skills, mentoring, job training and placement, education and employment, community resources (food, clothing), and transitional and permanent housing. Key partner, the Pinellas Ex Offender Re Entry Coalition (PERC), has been providing these reentry services 'on the ground' for many, many years. The current process of the Pinellas Reentry Court program run by PERC includes demographic collection, full assessment using the LS/CMI, and individualized re-entry program planning for every client with their family, done with a PERC counselor with referrals to the aforementioned program partners for services as appropriate.

B. Project Design and Implementation

1. Project Timeline and Capacity -The Project Timeline for this extension will be in line with the requirements for the final evaluation process of NIJ, with grant funded services for new clients expected to be concluded by March 31, 2016, with all fiscal and programmatic processes concluded by September 30, 2016 (It is expected that the program will continue, however for purposes of evaluation, this timeline will be in place). Capacity is expected to remain seamlessly during the transition from grant funding to general Pinellas County funding.

2. Reentry Court Team- The Pinellas County Reentry Court team is based in partnerships between OJCS, the Florida Sixth Judicial Circuit and its Reentry Court Judges, the elected State Attorney for the Sixth Circuit Bernie McCabe, the elected Public Defender for the Sixth Circuit Bob Dillinger, the Florida Department of Corrections, and a host of community based service providers led and overseen by the Pinellas Ex-Offender Re-Entry Coalition(PERC).

3. Target Population - The target population of the Pinellas Reentry Court is moderate and high risk male and female offenders age 18 and older who post-release from incarceration hope to become and remain ex-offenders in Pinellas County, Florida. This population is made up from multiple groups of offenders: those from Florida Department of Corrections (FDC) re-entry programs and FDC felony violation of probation (VOP), those from the Pinellas County Jail re-entry based programs.

Participant Type	Estimated # of Participants	Source of Court Jurisdiction	Upon Successful Completion	Upon Unsuccessful Termination
FDC Felony VOP	60	Felony VOP Division, Reentry Court Team	Reentry Court Team	Felony VOP Judge
FDC Voluntary-PSH	10	Reentry Court Team	Reentry Court Team	Reentry Court Team
PCJ Programming	20	Divisional Jurisdiction, Sentencing Judge, Reentry Court Team	Reentry Court Team, Jurisdictional Judge	Jurisdictional Judge

4. Program Goals

The intended short- and long-term outcomes of your reentry court intervention, in terms of changes in individual offender behavior and circumstances with the approximately six month extension are as follows:

Goal	Goal Objective
To reduce the recidivism rate 50% over 5-years.	1 Complete at least 90 dynamic validated risk and needs assessments on the target population by March 31, 2016. 2 Provide at least 90 inmates with comprehensive pre-release services based on identified needs by March 31, 2016. 3 Complete at least 90 re-entry plans for the target population by March 31, 2016. 4 Refer at least 90 inmates in the target population to the Pinellas Reentry Court, by March 31, 2016. 5 Provide services to 100% of all referred inmates who request assistance in the Pinellas Reentry Court by March 31, 2016. 6 Track 100% of referred inmates who complete the Pinellas Reentry Court program through September 30, 2021.

5. Pre-Release Programming - Based on identified needs through assessment and program slots, inmates participate in cognitive behavioral interventions in areas such as education, vocational training, substance abuse treatment and various life skills programs prior to release. Program planning post release will evolve through the final nine week period, culminating in set re-entry program plans to possibly include, but not limited to housing, monitoring, supervision, case management, service provision, family and peer network construction, and other community involvement. Those released through the ‘portal of entry’ at Pinellas Safe Harbor will be met by a PERC counselor both pre-release quarterly, and upon release end of sentence for the presentation of services. This group makes up the voluntary tract in the Pinellas Reentry Court program. The Pinellas Safe Harbor (PSH) is a facility that provides temporary housing for the criminally justice involved, releases from the Pinellas County Jail, the Florida Department of Corrections, and as part of the Jail Diversion program. The clients mentioned above that stay at PSH are provided the pre-release services provided as explained; those who do not fit into those categories are assessed by PERC staff using the LS/CMI, cognitive restructuring interventions are planned, and services are provided accordingly in the Pinellas Reentry Court program.

Violations of Probation: As appropriate, any information garnered by those offenders who served in an FDC institution will follow a similar pattern as described above. For those who have not served at an FDC institution or who did not receive programming while incarcerated, participation in the Pinellas Reentry Court is triggered by referral at the time of violation of probation hearing. This will set into motion all aspects of assessment and planning one on one with program counselors and partners to provide the comprehensive services offered by the program. This will give jurisdiction to both the VOP court as well as FDC staff working with program staff.

6. Reentry Court Referral and Eligibility - The agencies who participate in reentry court referral are: the Pinellas County Sheriffs Office, the Florida Department of Corrections (both community corrections and institutional), the Reentry Court Team including the Reentry Court Judges, case management staff of the Pinellas Ex Offender Re Entry Coalition, and case management staff of Pinellas Safe Harbor. Program eligibility is determined through the use of the LS/CMI and analyzed for appropriateness against other programs working in conjunction with the criminally justice involved in Pinellas County. Thus, those who would be ineligible for program participation would include those who might better be served after assessment by other programs in Pinellas County. It is possible that some clients may be served by multiple programs, but this will not be preferred. Other ineligible populations would be those offered service who are not willing to comply with the mechanisms put in place for voluntary involvement in the program itself.

7. Reentry Court Requirements and Compliance - Sanctions and incentives are used throughout the program to bring either corrective measure to the client struggling with participation or to reward clients with incentives to aim towards greater success in programming.

This ties directly into successful program completion, and this is explained clearly to each client prior to enrollment in the Pinellas Reentry Court program. Staff will work to relate to offenders in interpersonally sensitive and constructive ways in order to enhance intrinsic motivation for them in the program. Motivational interviewing and other cognitive-behavioral communication techniques are trained for and used throughout the entire program to effectively enhance the offender's desire to initiate and maintain behavior changes sought in the Pinellas Reentry Court program. Graduated sanctions and graduated incentives/rewards are guided by this model.

Sanctions and incentives and incentives per sanctions in the Pinellas Reentry Court are graduated and swift. All incentives and sanctions, and rewards for success are done with the full advice and consent of the Pinellas Reentry Court team, decided on a case by case individual basis, and reflected in an updated re-entry program plan.

8. Reentry Court Termination - The grounds for unsuccessful program termination are monitored on a case by case level as determined by the Pinellas Reentry Court team.

Consequences for inappropriate compliance behavior are graduated sanctions. When these are exhausted and termination from the program are determined appropriate, the consequences are a result of where legal jurisdiction applies. For those who are referred after a violation of probation through the Department of Corrections ultimate consequences are determined by both probation and Felony VOP judge of the Sixth Judicial Circuit of Florida. The Pinellas Ex Offender Reentry Coalition and its database are the linkage between all of these competing parts and for reporting to the appropriate holder of jurisdiction.

9. Reentry Court Intervention - *Judicial* - Oversight in the Pinellas Reentry Court involves a re-entry community partner approach. Each participant will have seven status reviews over the course of the year. This are graduated depending on active participation and success. FDC and

PCJ clients will have monthly status reviews for the first four months after release. The fifth status review will take place in month six, with the final two status reviews done quarterly, the last being in accordance with a graduation from the Pinellas Reentry Court program. All information of each session are shared with all involved in the Pinellas Reentry Court team.

10. Community Supervision - Community supervision will take place in multiple ways. First, all clients participating in the Pinellas Reentry Court will have a master case manager for all 12 months in the program. Case management will include required visits both in the Pinellas Reentry Enhancement Center Office as well as in the field (home, place of employment, etc.) Based on the determined and agreed upon levels of service at entry into the program via the risks/needs assessment and criminogenic factors, requirements of compliance are determined. Second, all participating in the Pinellas Reentry Court program are enrolled into the check-in system previously mentioned. Third, for those participating due to technical violations of probation community supervision are provided as a condition of their probation through the Department of Corrections. Finally, all participating in the Pinellas Reentry Court program will have varying levels of judicial oversight, with a minimum of monthly status hearings, to immediate involvement of the judiciary if revoked from community supervision.

11. Screening and Risk/Needs/Responsivity Assessment - The LS/CMI is used as the assessment tool for all clients prior to entering the Pinellas Reentry Court Program by PERC staff. Reassessment will occur as a key component of program completion. Results of the assessment drive program planning and service area delivery. Program intake and screening are done by the appropriate member of the Pinellas Reentry Court team.

12. Service Access - The LS/CMI is used for the original risk/needs assessment and as a basis for the beginning of case management for each client participating in the Pinellas Reentry Court

program. PERC has developed and implemented a complete multilevel intake that goes through each criminogenic need, and creates program responsivity plans for every category and client need. This is specifically tailored to each individual client, and agreed upon between the client and case manager, and where appropriate the proper support system such as family, peers, friends, etc. The Pinellas Reentry Court Program considers all resources as appropriate.

13. Participant and Family Engagement - Participants, and as appropriate their families, are briefed on screening and assessment results, as the LS/CMI scoring will lead to the PERC comprehensive criminogenic need intake and its immediate program plan creation. This creates immediate engagement in the case management program planning and subsequent plans with the clients themselves. This planning is continuous; with each opportunity for case management multiple opportunities will exist for additional and expanded program plans and services in partnership between case managers and their clients that will continue throughout the entirety of the Pinellas Reentry Court program. Consistent reassessment of client needs is crucial for programmatic success; the inclusion and engagement of family is equally as important.

14. Service Management - Based on the results of the LS/CMI and the PERC criminogenic needs intake, services are identified and coordinated with the appropriate program partner in conjunction with client participation. Services are coordinated with the individual client and the appropriate staff of the referral source and the case manager of the Pinellas Reentry Court team pre release into the reentry court and the community. Service provision partners include all that the offender will need for comprehensive, sustained re-entry efforts including substance abuse treatment, health related services and referrals, mental health related services and referrals, transitional housing, workplace readiness training programs, job development and placement,

basic subsistence needs, and whatever else that might be included on an individual case by case basis in comprehensive case management.

15. Community Involvement - The Pinellas Reentry Court team make up many of the same people and organizations of the Public Safety Coordinating Council in Pinellas County, as well as the task force overseeing Pinellas re-entry efforts. Community service hours are encouraged or required for all participants in the program. The key to this component of the Pinellas Reentry Court is the seamless ability to link accountability and supervision directly to the program itself, maximizing opportunities for the offender and his or her family to link into the community network of service provision – and an opportunity to give back to the community at large in continued restitution – both financial (if required) and non-financial, in a more indirect capacity.

C. Capabilities and Competencies

OJCS is the agency responsible for the project, and its staff and justice analysts have led a countless number of criminal justice programs and partners (including this Second Chance initiative) successfully throughout all areas of the criminal justice system in Pinellas County. The Reentry Task Force in Pinellas County is led by the Pinellas Ex Offender Re Entry Coalition (PERC) and its Executive Director Michael Jalazo. PERC has successfully led multiple reentry based initiatives over the past decade in Pinellas County and beyond and will work directly with OJCS and all program partners to ensure the uniformity in data and all program contracts and assignments. The PERC Data System has been recognized and commended by evaluators of multiple BJA programs for its ease of use, performance measure centric and RNR based identifiers with a focus on recidivism and will continue to be used by the Pinellas Reentry Court Program. PERC has and will continue to oversee the Pinellas Reentry Court program in

partnership with OJCS, overseeing the Reentry Court team, program implementation, provision of services to clients, the programs system of incentives and sanctions, and data consistent with required performance measures of the initiative.

D. Plan for Collecting the Data Required for this Invitation to Apply - Performance Measures

PERC has developed and maintains a criminal justice database system constructed in Microsoft Access specific to offender re-entry that tracks all offenders and services, and produces individualized re-entry plans. This database, with much information developed from the PERC Directory of Services (online at www.exoffender.org), is constantly updated and provides for remote, online entry for program partners. The centralizing of information and proper tracking of data required for performance measures and other pertinent information is an invaluable tool when developing and maintaining funding sources well beyond grant funding. OJCS and PERC research staff have extensive experience and training in research, statistics, and evaluation. The data system incorporated into the Pinellas Reentry Court program is comprehensive and exceeds the guidelines required (but includes) by the performance measures required in this initiative and extension, and has been extremely well received in the evaluation of the program by NIJ and its partners. Data is used to support the initiative's commitment to carry out the delivery principles, build partnerships and emphasize interagency efforts, market achievements, increase awareness of strengths and needs of the program, and increase appropriations for replication of programming statewide and beyond.

Pinellas Reentry Court - PROJECT ABSTRACT

The **Pinellas Reentry Court** program continues to provide direct service both pre and post release to approximately 180 offenders annually being ordered or released throughout Pinellas County, Florida. The program is designed in concert with the Pinellas County Five Year Strategic Plan on Reentry, whose chief goal is to reduce recidivism by 50% over a 5-year period. The target population of the Pinellas Reentry Court program is moderate to high risk male and female offenders age 18 and older who post-release from incarceration hope to become and remain ex-offenders in Pinellas County, Florida. The target populations include clients being released from Florida Department of Corrections institutions to the Pinellas County 'portal of entry' at Pinellas Safe Harbor, Florida Department of Corrections felony probationers under supervision in the Sixth Judicial Circuit felony violation of probation court, and certain releases from the Pinellas County Jail. Jail Diversion programs, and other appropriate recently released offenders based on assessment. Many of these clients were offered services upon release, refused, however return searching for service within the first six months of release. Service is provided through a comprehensive system that objectively assesses criminogenic risks and needs using an accepted risk/needs/Responsivity tool (LS/CMI), provides targeted evidence-based programming pre-release, and coordinates pre- and post-release services and mentoring that will assist inmates transitioning from jail to the community (the intensity and dosage of the services provided in the program is based on assessment). The Pinellas Reentry Court team includes two Judge's overseeing both a mandatory and voluntary tract in the program, and includes a system for incentives and sanctions that are swift and deliberate. Pinellas County and the Pinellas Ex Offender Re Entry Coalition (PERC) staff have extensive experience and training in research, statistics, and evaluation. PERC databases contain information for program evaluation such as inmate demographics, mental health evaluation and treatment, substance abuse evaluation and treatment, education, and employment history. The systems also track recidivism, the length of time to re-arrest, and the length of time to re-incarceration Data will be used to support the initiative's commitment to carry out the delivery principles, build partnerships and emphasize interagency efforts, market achievements, increase awareness of strengths and needs of the program, and increase appropriations for replication of programming statewide and beyond.

**AMENDMENT #1 TO CONTINUE SERVICE FUNDING AGREEMENT BETWEEN
PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. AND PINELLAS COUNTY
FOR RE-ENTRY COURT**

THIS AGREEMENT, entered into this 13 day of January, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC., a non-profit Florida Corporation, hereinafter referred to as "PERC".

W I T N E S S E T H:

WHEREAS, the services provided for through this Agreement are financed through federal grant funding received during the 2012-2013 fiscal year (attached hereto as exhibit #1); and

WHEREAS, the proceeds of the grant were not extinguished during the 2012-2013 fiscal year; and

WHEREAS, the federal government has agreed to allow the use of 2012-2013 grant funding for the benefit of services provided through the end of the current fiscal year, and

WHEREAS, the purpose of this Amendment #1 is to extend the time for provision of service by Agency without additional cost to the County in facilitating the administration of federal grant funds and their resultant programs through mutual understanding of the procedures and expectations of each party; and

WHEREAS, it has been determined there is a need for continued local reentry collaboration; and

WHEREAS, the COUNTY and the PERC have collaborated on a Re-Entry Court model grant submission for federal funding; and

WHEREAS, the COUNTY has made significant investments in treatment, diversion, and outreach to enhance offender success; and

WHEREAS, the Pinellas County Sheriff's Office with support from the COUNTY has established a collaborative jail diversion and reentry facility under the name of Safe Harbor; and

WHEREAS, the COUNTY wishes to ensure programs collaborate for effective service provision; and

WHEREAS, the Tampa Bay Information Network (TBIN) is an important collaborative tool for identifying community service needs and bed space in conjunction with service provider data systems.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between COUNTY and PERC as follows:

1. Section 13 of Agreement between COUNTY and PERC is hereby amended to read as follows:

13. EFFECTIVE DATE:

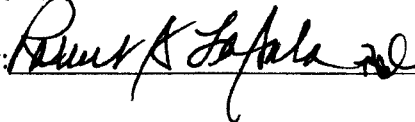
This Agreement is effective as of October 1, 2012, and shall remain in effect through September 30, 2014.

2. This Amendment #1 shall take effect immediately upon execution by the parties hereto.

3. All other terms and conditions of the aforesaid Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the
day and year first above written.

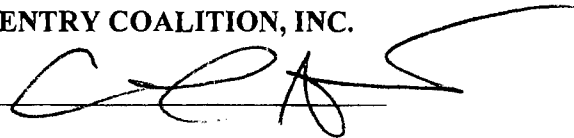
PINELLAS COUNTY, FLORIDA
County Administrator
Robert S. LaSala

By: 


ATTEST:

**PINELLAS EX-OFFENDER
RE-ENTRY COALITION, INC.**

By: 

By: 

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: 

Attachment 4 -- Insurance Requirements

Notice: The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contractor shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days after Contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the Agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Attachment 4 – Insurance Requirements
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- (7) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).

The Insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

Attachment 4 – Insurance Requirements

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an Intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.