

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **June 18, 2019** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following executed Second Amendments to Contract for Ex-Offender Adult Reentry Services:


1. Contract #R2018-1651, The Lord's Place, Inc. (TLP)
2. Contract #R2018-1652, Gulfstream Goodwill Industries, Inc. (GGI)
3. Interlocal Agreement #R2018-1653, City of Riviera Beach


Summary: Palm Beach County Division of Justice Services subcontracts with reentry providers to coordinate adult and juvenile reentry services to those returning to Palm Beach County from incarceration. On October 16, 2018, the Board of County Commissioners authorized the County Administrator or designee to execute amendments associated with these contracts/interlocal agreements after legal sufficiency by County Attorney's Office and within budgeted allocations. Based on expense estimates, it is necessary to reallocate funding between providers to ensure utilization of grant funding prior to expiration. In addition, \$4,429 in funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) was reallocated from the Reentry Program to Palm Beach County Sheriff's Office to achieve compliance with National Incident Based Reporting System (NIBRS). The second amendment to the GGI contract modified the budget, decreasing the total allocation by \$84,161 from \$238,494 to \$154,333 and added compensation for prosocial activities as an allowable expense. The second amendment to TLP contract modified the budget, increasing the total allocation by \$79,732 from \$343,502 to \$423,234 and added compensation for prosocial activities as an allowable expense. The second Amendment to the City of Riviera Beach agreement added compensation for prosocial activities as an allowable expense. These contract amendments are retroactive to April 1, 2019. (LDC) Countywide

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.

Attachments:

- 1) Second Amendment to Contract for Ex-Offender Adult Reentry Services - TLP
- 2) Second Amendment to Contract for Ex-Offender Adult Reentry Services - GGI
- 3) Second Amendment to Interlocal Agreement for Ex-Offender Adult Reentry Services
- City of Riviera Beach

Recommended by:  5/13/19
Department Director Date

Approved By:  5/30/19
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Operating Costs					
Grants and Aids	(4,429)				
Capital Expenditures					
External Revenues	4,429				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*0	0	0	0	0

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	0	0	0
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Is Item Included In Proposed Budget? Yes X No

Does this item include the use of federal funds? Yes X No

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5699 Obj. 8101/8201

Rev No: Fund 1436 Dept. 662 Unit 5699 Rev. 3429/8000/8249

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

Grant: Florida Department of Corrections (B3AE2F) \$250,000, Florida Department of Law Enforcement (JAG) \$272,513; Department of Justice (JAG) \$143,182

Fund: Justice Services Grant Fund (1436)

Unit: 5699 – Adult Reentry


*** Overall funding to the Reentry program was reduced by \$4,429 due to DOJ requirement that 3% of funding be set aside to fund National Incident-Based Reporting System. Budget Amendment for Fund 1436 included with CJC agenda item approved 6/4/19 to decrease the transfer to Public Safety Reentry and increase the transfer to PBSO.**

Departmental Fiscal Review: 3/6/19

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Shank 5/22/19
OFMB 45/17
pmr 5/26/19

 5/28/19
Contract Administration
5/28/19 TH

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

**SECOND AMENDMENT TO CONTRACT FOR
EX-OFFENDER ADULT REENTRY SERVICES
GULFSTREAM GOODWILL INDUSTRIES**

THIS SECOND AMENDMENT TO CONTRACT FOR EX-OFFENDER ADULT REENTRY SERVICES GULFSTREAM GOODWILL INDUSTRIES (hereinafter “Second Amendment”) is made as of this ____ day of _____ 2019 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 October 16, 2018 (R2018-1652) (“Agreement”) for an amount not to exceed \$238,494; and

WHEREAS, the parties have amended the terms of the contract pursuant to Article 25 of the Agreement by execution of one prior Amendment to Contract for Ex-Offender Adult Reentry Services; and

WHEREAS, the project budget needs to be decreased by \$84,161 to a total amount not to exceed \$154,333; and

WHEREAS, the parties agree to add compensation for pro-social activities as an allowable expense from the ad valorem funding category only; and

WHEREAS, the parties agree to retroactively amend the Agreement in order to carry out the provisions set forth in this Second Amendment.


NOW THEREFORE, the parties hereby agree as follows:

1. This Second Amendment is effective retroactively as of April 1, 2019.
2. “Exhibit BB-02” which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit “BB-01” 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 Two Hundred Thirty Eight Thousand Four Hundred Ninety Four Dollars (\$238,494) with One Hundred Fifty Four Thousand Three Hundred Thirty Three Dollars (\$154,333).

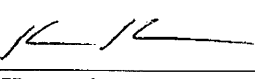
4. In all other respects except as specifically modified herein, the original Agreement shall remain in force and effect.

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

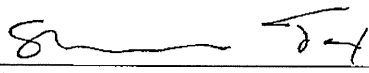
PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: 
Verdenia Baker,
County Administrator

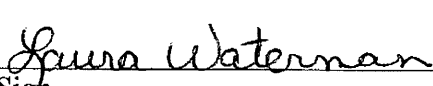
GULFSTREAM GOODWILL INDUSTRIES

By: 
Keith Kennedy,
President and CEO

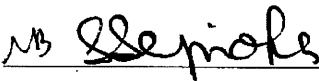
**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESS:


Sign
Laura Waterman
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 

SCHEDULE OF PAYMENTS

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

BUDGET WORKSHEET

A. PERSONNEL	
SUB-TOTAL PERSONNEL	\$ -
B. OPERATIONAL EXPENSES	
<i>FDC Case Mangement Services- Florida Dept. of Corrections (10/1/18 - 6/30/19)</i>	73,548.00
<i>FDC Client Support Services - Florida Dept. of Corrections (10/1/18-6/30/19)</i>	19,078.00
<i>* Operating Costs -Ad Valorem- (10/1/2018 - 9/30/2019)</i>	13,295.00
<i>FDC or Jail Case Management Services- Ad Valorem (10/1/18 - 9/30/19)</i>	38,412.00
<i>FDC or Jail Client Support Services- Ad Valorem (10/1/18 - 9/30/19)</i>	10,000.00
SUB-TOTAL OPERATIONAL	\$ 154,333.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$ -
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 154,333.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 154,333.00

COMPENSATION CHART- Services must be delivered in accordance with the chart below.

<u>FDC or Jail Case Management Services</u>	<u>Service</u>	<u>Rate</u>	<u>Requirements</u>
Pre- or Post-Release Case Management Unit Cost	These services will include the provision of a caseload of active participants; provide individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$16.67 per 1/4 hour	Pre-release: Must be within three (3) years of release; Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager along with spreadsheets documenting services provided by each individual case manager.

FDC or Jail Client Support Services

Post-Release Pro-social Events/Activities	Monthly Events or Activities will be organized by the program administration.	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-approval Authorization Form prior to event. Participant must sign acknowledgement form of receipt of event/activity in addition to a sign in sheet. Maximum amount can be increased with approval by Program Coordinator. <i>(Reimbursable by Ad Valorem Funds ONLY)</i>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$55 per month) or Tri-Rail Passes (up to \$100) as a one-time cost.	\$55 per participant per month/ \$150 maximum per participant	Client acknowledgement form showing receipt of bus pass or trial rail pass.
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300 maximum per participant	Receipt for product along with program client acknowledgement form.
Post Release Toiletries	Basic hygiene products g for Department participants	\$100 maximum per participant	Receipt for product along with program client acknowledgement form.
Post-Release Emergency Medical Financial Assistance	Emergency medication or medical assistance.	\$500 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.

Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card	\$250 maximum per participant	Receipt from identification provider along with client acknowledgement form.
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128 full battery of GED tests. \$32 each GED section/content area \$12 retest per GED section/content area \$30 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form.
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems.	\$100 max per assessment	Receipt from provider along with client acknowledgement form.
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol.	\$300 maximum per participant	
Post-Release Mental Health Assessment	Mental health assessment	\$300 max per assessment	
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling.	\$1,000 maximum per participant	
Post-Release Transitional Housing	Direct service or referral based.	\$5,000 maximum per participant	Provided at a cost of \$25 per day. Max of \$5,000 per participant; need for housing must be in transition plan.
Pre- & Post-Release Vocational Training	Vocational job training.	\$2,000 maximum per participant	Receipt for course registration and client acknowledgement form
Operating Expenses			
Operating Costs	Communications, Travel, Training, Office and Program Supplies and Copier Expenses.	\$13,295 maximum	Receipts, proof of payment to vendors or individuals.

**SECOND AMENDMENT TO CONTRACT FOR
EX-OFFENDER ADULT REENTRY SERVICES
THE LORD'S PLACE, INC.**

THIS SECOND AMENDMENT TO CONTRACT FOR EX-OFFENDER ADULT REENTRY SERVICES THE LORD'S PLACE INC. (hereinafter "Second Amendment") is made as of this _____ day of _____ 2019 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 October 16, 2018 (R2018-1651) ("Agreement") for an amount not to exceed \$343,502; and

WHEREAS, the parties have amended the terms of the contract pursuant to Article 25 of the Agreement by execution of one prior Amendment to Contract for Ex-Offender Adult Reentry Services; and

WHEREAS, the project budget needs to be increased by \$79,732 to a total amount not to exceed to \$423,234; and

WHEREAS, the parties agree to add compensation for pro-social activities as an allowable expense from the ad valorem funding category only; and


WHEREAS, the parties agree to retroactively amend the Contract in order to carry out the provisions set forth in this Second Amendment.

NOW THEREFORE, the parties hereby agree as follows:

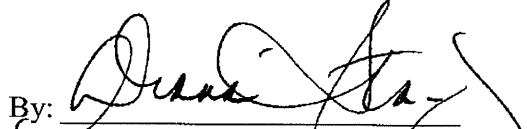
1. This Second Amendment is effective retroactively as of April 1, 2019.
2. "Exhibit BB-02" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "BB-01" in the Agreement, as amended.
3. Article 3, "Payments to Consultant", paragraph "A" of the Agreement designating expenses is hereby amended to replace the not to exceed amount of Three Hundred Forty Three Thousand Five Hundred-Two Dollars (\$343,502) with Four Hundred Twenty Three Thousand Two Hundred Thirty Four Dollars (\$423,234).
4. In all other respects except as specifically modified herein, the original Agreement shall remain in force and effect.

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


**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: 
Verdenia Baker,
County Administrator

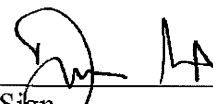
THE LORD'S PLACE, INC.

By: 
Diana Stanley,
President and CEO

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESS:


Sign
Raymond Maese
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

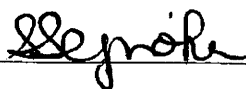
By: 

EXHIBIT "BB-02"

SCHEDULE OF PAYMENTS

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

BUDGET WORKSHEET

A. PERSONNEL	
SUB-TOTAL PERSONNEL	\$ -
B. OPERATIONAL EXPENSES	
<i>FDC Case Management Services- Florida Dept. of Corrections (10/1/18 - 6/30/19)</i>	88,638.00
<i>FDC Client Support Services - Florida Dept. of Corrections (10/1/18-6/30/19)</i>	52,832.00
<i>FDC ir Jail Case Man/Peer Specialist Servics- Ad Valorem (10/1/18 - 9/30/19)</i>	53,179.00
<i>FDC or Jail Client Support Services- Ad Valorem (10/1/18 - 9/30/19)</i>	22,864.00
<i>FDC or Jail Case Management/Peer Specialist Services- Department of Justice (10/1/18 - 9/30/19)</i>	143,182.00
<i>FDC or Jail Case Management/Peer Specialist Services- FDLE (10/1/18 - 9/30/19)</i>	62,539.00
SUB-TOTAL OPERATIONAL	\$ 423,234.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$ -
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 423,234.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 423,234.00

COMPENSATION CHART- Services must be delivered in accordance with the chart below.

<u>FDC or Jail Case Management Services</u>	<u>Service</u>	<u>Rate</u>	<u>Requirements</u>
Pre- or Post-Release Case Management Unit Cost	These services will include the provision of a caseload of active participants; provide individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$11.19 per 1/4 hour	Pre-release: Must be within three (3) years of release; Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager along with spreadsheets documenting services provided by each individual case manager.
Peer Specialist Services	The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions and group meetings.	\$30.15 per hour	Timesheets will be submitted for reimbursement that document the number of hours worked by each peer specialist along with spreadsheets documenting services provided by each individual specialist and the times provided.
FDC or Jail Client Support Services			
Post-Release Pro-social Events/Activities	Monthly Events or Activities will be organized by the program administration.	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-approval Authorization Form prior to event. Participant must sign acknowledgement form of receipt of event/activity in addition to a sign in sheet. Maximum amount can be increased with approval by Program Coordinator. <i>(Reimbursable by Ad Valorem Funds ONLY)</i>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$55 per month) or Tri-Rail Passes (up to \$100) as a one-time cost.	\$55 per participant per month/ \$150 maximum per participant	Client acknowledgement form showing receipt of bus pass or tri-rail pass.

Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300 maximum per participant	Receipt for product along with program client acknowledgement form.
Post Release Toiletries	Basic hygiene products g for Department participants	\$100 maximum per participant	Receipt for product along with program client acknowledgement form.
Post-Release Emergency Medical Financial Assistance	Emergency medication or medical assistance.	\$500 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card	\$250 maximum per participant	Receipt from identification provider along with client acknowledgement form.
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128 full battery of GED tests. \$32 each GED section/content area \$12 retest per GED section/content area \$30 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form.
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Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol.	\$300 maximum per participant	
Post-Release Mental Health Assessment	Mental health assessment	\$300 max per assessment	
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling.	\$1,000 maximum per participant	
Post-Release Transitional Housing	Direct service or referral based.	\$5,000 maximum per participant	Provided at a cost of \$25 per day. Max of \$5,000 per participant; need for housing must be in transition plan.
Pre- & Post-Release Vocational Training	Vocational job training.	\$2,000 maximum per participant	Receipt for course registration and client acknowledgement form

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
EX-OFFENDER ADULT REENTRY SERVICES
THE CITY OF RIVIERA BEACH**

THIS SECOND AMENDMENT TO CONTRACT FOR EX-OFFENDER ADULT REENTRY SERVICES THE CITY OF RIVIERA BEACH (hereinafter “Second Amendment”) is made as of this _____ day of _____ 2019 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the “County” and The City of Riviera Beach a municipality located in Palm Beach County authorized to do business in the State of Florida, herein referred to as the “ENTITY”, whose Federal I.D. is 59-1197040.

WITNESSETH:

WHEREAS, the parties, entered into that certain Agreement on October 16, 2018 (R2018-1653) (“Agreement”) for an amount not to exceed \$238,499;

WHEREAS, the parties have amended the terms of the contract pursuant to Article 26 of the Agreement by execution of one prior Amendment to Contract for Ex-Offender Adult Reentry Services;

WHEREAS, the parties agree to add compensation for pro-social activities as an allowable expense from the ad valorem funding category only; and

WHEREAS, the parties agree to retroactively amend the Contract in order to carry out the provisions set forth in this Second Amendment.


NOW THEREFORE, the parties hereby agree as follows:

1. This Second Amendment is effective retroactively as of April 1, 2019.
2. Exhibit “BB-02” which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit “BB-01” in the Agreement, as amended.
3. In all other respects except as specifically modified herein, the original Agreement shall remain in force and effect.

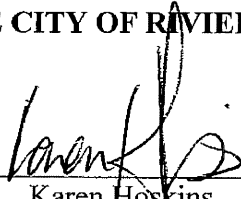
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IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the County, and The City of Riviera Beach has hereunto executed same.

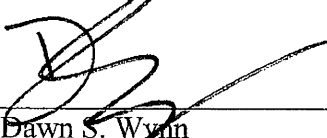
**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: 
Verdenia Baker,
County Administrator

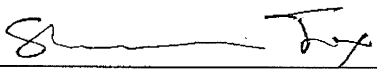
THE CITY OF RIVIERA BEACH

By: 
Karen Hoskins,
City Manager

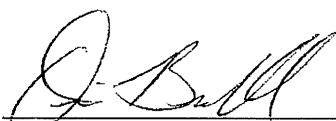
**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Dawn S. Wynn
City Attorney

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESS:


Sign
Orrie Bullard
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 