Agenda Item #: <u>3X - 3</u>

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 20, 2019		[X] []	Consent Ordinance	[] []	Regular Public Hearing				
Department:	Department of Public Safety								
Submitted By:	Department of Public Safety								
Submitted For:	Division of Justice Services								
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following Amendments to Contracts/Interlocal Agreement for reentry services for the period of May 1, 2018 through September 30, 2020 funded by the Second Chance Act Grant SMART Reentry:

- 1) Amendment to The Lord's Place, Inc. (TLP) Contract #R2018-0935;
- 2) Amendment to Gulfstream Goodwill Industries, Inc. (GGI) Contract #R2018-0936; and
- 3) Amendment to City of Riviera Beach Interlocal Agreement #R2018-0937.

Summary: Palm Beach County was awarded a SMART Reentry grant on September 19, 2017, from the Department of Justice for \$850,000 (Award # 2017-CZ-BX-0003) from October 1, 2017 through September 30, 2020. On May 16, 2017, the Board of County Commissioners authorized the County Administrator or designee to execute amendments and administrative documents associated with these contracts on behalf of the Board of County Commissioners after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. This Amendment corrects a clerical error in the First Project Budget Adjustment, which was dated February 26, 2018, instead of February 26, 2019, and includes newly approved standard professional service contract language. This Amendment is effective retroactively as of May 1, 2018. <u>Countywide</u> (SF)

Background and Justification: Palm Beach County has developed a Strategic Plan for providing effective and coordinated reentry services to those returning from incarceration. The RESTORE Initiative is a product of this plan. The programs are intended to reduce recidivism among transitioning offenders, enhance public safety and improve the lives of communities, victims and offenders.

Attachments:

- 1) Second Project Budget Adjustment with TLP
- 2) Second Project Budget Adjustment with GGI
- 3) Second Project Budget Adjustment with the City of Riviera Beach

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Recommended By:		-11-119
	Department Director	^l Ďate
Approved By:	$\langle \rangle$	7-31-19
	Deputy County Administrator	Date
		2410

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2019	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Personal Services					
Operating Costs	teresten and a second design of the second				
Grants and Aids					
Capital Expenditures	,			Walking and a state of the stat	
External Revenues	ana alian da ana ana ana ana ana ana ana ana an	Martala - anala - inindaring Anni Analasian ana ana ang			
Program Income (County)	and a second				
In-Kind Match (County)					
Net Fiscal Impact	*				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0	0	0	0
ls Item Included In Curr Does this item include t Budget Account Exp No Rev No	he use of fede	eral funds? DeptUnit	Yes Obj.	No	
B. Recommended Sources	of Funds/Su	nmary of Fis	cal Impact:		
*No Fiscal Impact		$\langle \cdot \rangle$	(

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

7/25/19

B. Legal Sufficiency:

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Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

7130119 Control

AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES (hereinafter "Amendment") is made as of this 10 day of 300 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and The Lord's Place 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 Contract on April 27, 2018 (R2018-0935) ("Contract") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable "out of pocket" expenses; update the Contract to include the most current County standard contract provisions; and add Exhibit "D," Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The foregoing recitals are incorporated herein by reference.
- 2. This Amendment is effective retroactively as of May 1, 2018.
- 3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
- 4. Article 7 SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform

Page 1 of 3

properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

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

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

THE LORD'S PLACE

<u>Somokp</u> County Administrator or Designee By:

By: /Sh Toby Døuthwright

CFO/COO

WITNESS:

APPROVED AS TO FORM

LEGAL SUFFICIENCY

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APPROVED AS TO TERMS AND CONDITIONS

By: hure Bishop **Division Director**

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Resolution of The Lord's Place, Inc. Authorization to Sign Contracts

IT IS HEREBY RESOLVED, that the following positions are legally authorized to execute Agreements and other instruments on behalf of The Lord's Place, Inc.:

Chairman Vice Chairman Secretary Treasurer Chief Executive Officer Chief Financial Officer/ Chief Operating Officer

Cornelia Thornburgh Michael Stevens Diana Barrett Robert Katzen Diana Stanley Toby Douthwright

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The above individuals are duly authorized for the year beginning July 1, 2018, ending June 30, 2019.

APPROVED AND ACCEPTED:

The Lord's Place, Ir(c.) Chairman, Board of Directors

5-10-18

Date

ATTACHMENT 2

AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO CONTRACT FOR SMART REENTRY SERVICES (hereinafter "Amendment") is made as of this <u>19</u> day of <u>June</u> 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and Gulfstream Goodwill Industries, Inc. a not-for-profit corporation authorized to do business in the State of Florida, herein referred to as the "CONSULTANT", whose Federal I.D. is 59-1197040.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018, (R2018-0936) ("Contract") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable "out of pocket" expenses; update the Contract to include the most current County standard contract provisions; and add Exhibit "D," Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The foregoing recitals are incorporated herein by reference.
- 2. This Amendment is effective retroactively as of May 1, 2018.
- 3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
- 4. Article 7 SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the

Page 1 of 3

subcontractor to perform properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

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

PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

GULFSTREAM GOODWILL INDUSTRIES, INC.

NGNAL J.C. WIDNELS.

By: <u>Septek</u> County Administrator or Designee

By: Keith Kennedy President & CEO

APPROVED AS TO FORM LEGAL SUFFICIENCY

WITNESS:

By: <u>Source</u> Assistant County Attorney

Wafernar ign Laura Printed Name

APPROVED AS TO TERMS AND CONDITIONS

By: <u>Nice Bishop</u> Division Director

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AMENDMENT TO INTERLOCAL AGREEMENT FOR SMART REENTRY SERVICES

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR SMART REENTRY SERVICES (hereinafter "Amendment") is made as of this $\frac{12}{3}$ day of $\frac{1}{3}$ day of $\frac{1}{3}$ and through its between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and The City of Riviera Beach, a municipality located in Palm Beach County and authorized to do business in the State of Florida, herein referred to as the "ENTITY", whose Federal I.D. is 59-6000417.

WITNESSETH:

WHEREAS, the parties, entered into that certain Interlocal Agreement on April 27, 2018 (R2018-0937) ("Interlocal Agreement") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689 for the provision of reentry services to those returning from incarceration; and

WHEREAS, on February 26, 2019, the First Project Budget Adjustment was executed to reallocate funding between categories; change the allowable "out of pocket" expenses; update the Interlocal Agreement to include the most current County standard contract provisions; and add Exhibit "D," Policy and Procedure Guide; and

WHEREAS, the First Project Budget Adjustment should have been dated February 26, 2019, instead of February 26, 2018, and the parties wish to formally correct the clerical error; and

WHEREAS, COUNTY has adopted additional standard contractual language since the execution of the First Project Budget Adjustment, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The foregoing recitals are incorporated herein by reference.
- 2. This Amendment is effective retroactively as of May 1, 2018.
- 3. The parties agree that the First Project Budget Adjustment was effective on February 26, 2019.
- 4. Article 7 SUBCONTRACTING, is deleted and replaced in its entirety with the following:

COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform

Page 1 of 3

properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by COUNTY.

5. Article 21- Nondiscrimination, is amended to add the following:

As a condition of entering into this Contract, CONSULTANT represents and warrants that it will comply with COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

6. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

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

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

County Administrator or Designee By:

CITY OF RIVIERA BEACH

By ome Ronnie Felder

Mayor

APPROVED AS TO FORM LEGAL SUFFICIENCY

65 By: _____ Assistant County Attorney

WITNESS:

Billaces Sign RIE

Printed Name

APPROVED AS TO TERMS AND CONDITIONS

hour By: **Division Director**

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