

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	13,500				
Grants and Aids	(13,500)				
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In *Current* 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
 State JAG Formula Grant 2019-JAGC-PALM-A-N2-143 (FDLE) (FY18) \$13,500
 State JAG Formula Grant Applying for Grant Number (FDLE) (FY19) \$272,513
 Federal JAG Formula Grant 2018-DJ-BX-0606 (DOJ) \$143,182
Fund: Justice Services Grant Fund (1436)
Unit: 5699 – Adult Reentry

The \$13,500 is from surplus FDLE FY18 unspent funding.

Departmental Fiscal Review: *[Signature]* 7/23/19

III. REVIEW COMMENTS

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

[Signature] 8/8/19
 OFMB
[Handwritten initials]

[Signature] 8/12/19
 Contract Administration
 8/12/19

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIS THIRD AMENDMENT TO CONTRACT FOR EX-OFFENDER ADULT REENTRY SERVICES THE LORD'S PLACE INC. (hereinafter "**Third 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 two prior Amendments to Contract for Ex-Offender Adult Reentry Services; and

WHEREAS, it is necessary to reallocate \$21,260 in funding from the Florida Department of Corrections (FDC) between service providers to ensure utilization of grant funding prior to expiration;

WHEREAS, the parties desire to add \$13,500 in funding from the Florida Department of Law Enforcement (FDLE) Justice Assistance Grant (JAG) to Client Support Services, "Pre-Release Domestic Violence Programming" to the current Schedule of Payments by replacing Exhibit BB-02 with this Third Amendment; and

WHEREAS, the project budget needs to be decreased by \$7,760 to a total amount not to exceed \$415,474; and

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

NOW THEREFORE, the parties hereby agree as follows:

1. The above-cited WHEREAS clauses are incorporated herein by reference.
2. This Third Amendment is effective retroactively as of June 1, 2019.
3. "Exhibit BB-03" which is attached hereto and incorporated herein shall hereby replace

and supersede all previous references to Exhibit “BB-02” in the Agreement, as amended.

4. Article 3, “Payments to Consultant”, paragraph “A” of the Agreement designating expenses is hereby amended to replace the not to exceed amount of Four Hundred Twenty Three Thousand Two Hundred Thirty Four Dollars (\$423,234) with Four Hundred Fifteen Thousand Four Hundred Seventy Four Dollars (\$415,474).
5. 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 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.

6. 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.

7. 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 Third Amendment on behalf of the County, and The Lord's Place, Inc. has hereunto executed same.

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

THE LORD'S PLACE, INC.

By: Verdenia Baker
Verdenia Baker,
County Administrator

By: Diana Stanley
Diana Stanley,
President and CEO

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

WITNESS:

By: [Signature]
County Attorney

Cherise Bonilla
Sign
Cherise Bonilla
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: [Signature]

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>	73,778.00
<i>FDC Client Support Services - Florida Dept. of Corrections (10/1/18-6/30/19)</i>	46,432.00
<i>FDC or Jail Case Man/Peer Specialist Services- 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
<i>Sago Palm Reentry Center Domestic Violence Programming - FDLE (7/1/19- 9/30/19)</i>	13,500.00
SUB-TOTAL OPERATIONAL	\$ 415,474.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$ -
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 415,474.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 415,474.00

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.
<u>FDC or Jail Client Support Services</u>			
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. (Reimbursable by Ad Valorem Funds ONLY)
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 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
Pre-Release Domestic Violence Programming	The Lord's Place will contract with Destiny by Choice to provide intervention and educational services as part of the Safe Return Domestic Violence Re-entry Program, to assist enrollees in transitioning back successfully into the community with the goal of Preventing Domestic Violence When Men Return Home From Prison. DBC will provide 15 weeks, (30 sessions) twice per week for one and a half 2xs per week. Each enrollee will attend classes twice (2x) per week for one (1) hour and a half (1 ½) to two (2) hours each class session. Each session requires a minimum of 3 participants.	\$450 per session	Submittal of the attendance sign-in sheet with the date and time of each session, signature of the instructor and of each participant, and an overview of the session content.

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

THIS THIRD AMENDMENT TO CONTRACT FOR EX-OFFENDER ADULT REENTRY SERVICES GULFSTREAM GOODWILL INDUSTRIES (hereinafter “**Third 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 two prior Amendments to Contract for Ex-Offender Adult Reentry Services; and

WHEREAS, based on spending projections the project budget needs to be increased by \$21,260 to a total amount not to exceed \$175,593; and

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

NOW THEREFORE, the parties hereby agree as follows:

1. This Third Amendment is effective retroactively as of June 1, 2019.
2. “Exhibit BB-03” which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit “BB-02” 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 One Hundred Fifty Four Thousand Three Hundred Thirty Three Dollars (\$154,333) with One Hundred Seventy Five Thousand Five Hundred Ninety Three Dollars (\$175,593).
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 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 Agreement shall remain in force and effect.

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

has made and executed this Third 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
Verdenia Baker,
County Administrator

**GULFSTREAM GOODWILL
INDUSTRIES**

By: Keith Kennedy
Keith Kennedy,
President and CEO

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

WITNESS:

Laura Waterman
Sign
Laura Waterman
Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: [Signature]

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>	88,408.00
<i>FDC Client Support Services - Florida Dept. of Corrections (10/1/18-6/30/19)</i>	25,478.00
<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	\$ 175,593.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$ -
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$ -
B. OPERATIONAL EXPENSES	\$ 175,593.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 175,593.00

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

FDC or Jail Case Management Services	Service	Rate	Requirements
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 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.
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