

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

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Meeting Date: October 8, 2019	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	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 approve:

- A) Second Amendment to Contract for Professional Services with NMS Management Services, Inc. (R2018-1231) extending the contract for an additional term retroactive to October 1, 2019 through September 30, 2020 and increasing the contract by \$58,000 for a new not-to-exceed contract amount of \$116,000 to provide court ordered random drug-testing services to indigent defendants on pretrial supervised release; and
- B) Budget transfer of \$48,000 from the MacArthurs Foundation's Safety and Justice Challenge \$2M Fund to the General Fund for Public Safety's Justice Services Division to allocate funding to provide drug-testing services; and
- C) Budget amendment of \$48,000 in the General Fund to recognize the transfer from the MacArthur's Foundation's Safety and Justice Challenge \$2M Fund.

Summary: As part of the MacArthur Safety and Justice Challenge grant program, funding was allocated to the Public Safety Department's Pretrial Services Office for drug testing services to be provided to indigent defendants. On August 14, 2018, the County executed a contract with NMS Management Services, Inc. to provide drug testing services to approximately 15-20 indigent pretrial defendants per week who are on supervised release and are subject to court ordered random drug testing. During the FY 2020 budget process, the Criminal Justice Commission allocated additional funding for drug testing in an amount up to \$58,000. This amendment extends the contract period through September 30, 2020 and provides for additional funding in an amount up to \$58,000. Having this contract in place provides drug testing locations including out of county and out of state testing facilities, which makes it more convenient for the pretrial defendants. Countywide (SF)

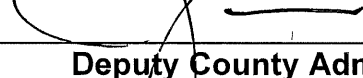
Background and Justification: Palm Beach County was awarded the John D. and Catherine T. MacArthur Safety and Justice Challenge grant program in the amount of \$2,000,000 effective October 1, 2017. The County's MacArthur Safety and Justice Challenge grant program is administered by the Criminal Justice Commission to safely reduce the county jail population and racial and ethnic disparities within it. **Continued on page 3.**

Attachments:

- 1.) Second Amendment to Contract for Professional Services with NMS Management Services, Inc.
- 2.) Budget Transfer Worksheet
- 3.) Budget Amendment Fund Worksheet

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Recommended By:		<u>9/19/19</u>
	Department Director	Date

Approved By:		<u>10-4-19</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures					
Operating Costs	\$58,000				
External Revenues	(\$58,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes No X

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

Budget Account Exp No: Fund 1512 Department 820 Unit 7714 Object 9000
Exp No: Fund 0001 Department 660 Unit 5217 Object 3401
Rev No: Fund 0001 Department 660 Unit 5217 RevSc 8759

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


Fund: MacArthur's Foundation's Safety and Justice Challenge \$2M and General Fund
Unit: MacArthur Foundation \$2M FY18-FY19 and MacArthur Pre-Trial
Grant: MacArthur Foundation Safety and Justice Challenge

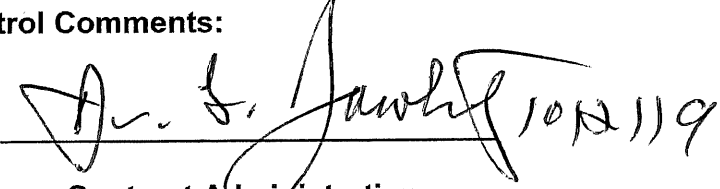
*This budget transfer/amendment reallocated funding from CJC to Public Safety to fund the remaining \$48,000 of this contract. The adopted budget already included a \$10,000 transfer for contractual services.

Departmental Fiscal Review:  8/20/19

III. REVIEW COMMENTS

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

 9/12/19
OFMB

 10/2/19
Contract Administration

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:


Department Director

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

Background and Justification: (continued)

As part of the grant award, \$472,500 of the total \$2,000,000 funding was allocated to the Public Safety Department, Pretrial Services Office for enhancements to current services. Pretrial Services Office will use the grant funds to implement a validated risk assessment tool, provide transportation (bus passes) to pretrial defendants for court related activities, and for drug testing services to be provided to indigent defendants. With a pretrial population that is 85% indigent, defendants could not afford to pay for the drug tests, sometimes resulting in a violation of pretrial release conditions.

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (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, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and NMS MANAGEMENT SERVICES INC., (herein referred to as the "CONSULTANT"), a for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **65-0164078**.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract for Professional Services on August 14, 2018, (R 2018-1231) for the pretrial services program which provided an amount not to exceed \$58,000; and

WHEREAS, the First Amendment to Contract dated December 18, 2018, expanded the number of drug testing locations to include out of the county and out of the state testing; and

WHEREAS, the CONSULTANT's responsibilities under the Contract are to provide drug testing services to indigent defendants on pretrial supervised release; and

WHEREAS, the Parties have agreed to extend the Contract for an additional term commencing October 1, 2019, to September 30, 2020; and

WHEREAS, COUNTY shall provide additional funding to CONSULTANT in the amount of up to \$58,000, for a total not to exceed amount of \$116,000.

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Contract, and enter into this Second Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect ascribed to them in the Contract.
- II. ARTICLE 2 – SCHEDULE, is deleted and replaced in its entirety with the following:

The CONSULTANT shall commence services on August 14, 2018, and complete all services September 30, 2020.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

- III. ARTICLE 3.A. - PAYMENTS TO CONSULTANT is deleted and replaced with the

following:

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total contract amount of One Hundred and Sixteen Thousand Dollars (\$116,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date

- IV. Article 7 – SUBCONTRACTING, is deleted and replaced in its entirety with the following: The 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. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If the 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, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- V. Article 21- Nondiscrimination, is amended to add the following: As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the 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 the CONSULTANT retaliate against any person for reporting instances of such discrimination. The 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. The 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

Second Amendment

by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

- VI. Except as modified herein by this Second Amendment, the Contract remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Contract, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY, and the CONSULTANT has hereunto set its hand the day and year above written.


ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

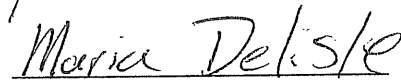
PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor Mack Bernard

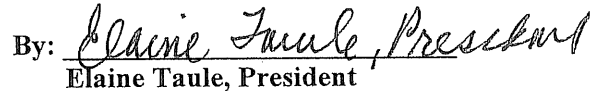
WITNESS:


Signature


Name (type or print)

CONSULTANT:

NMS Management Services Inc.

By: 
Elaine Taule, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

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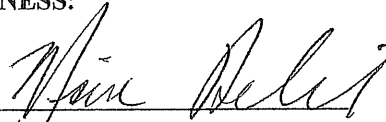

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY, and the CONSULTANT has hereunto set its hand the day and year above written.


ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor Mack Bernard

WITNESS:

Signature

Name (type or print)

CONSULTANT:
NMS Management Services Inc.
By: 
Elaine Taule, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1 pages


BGEX-762-08131900000000001768

BG03
BG25

FUND 1512 - MacArthur's Foundation's Safety and Justice Challenge \$2M Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 8/13/2019	REMAINING BALANCE
Expense								
1512-820-7714-9000	Transfer to General Fund 0001	200,100	200,100	48,000		248,100		248,100
1512-762-7714-3401	Other Contractual Services	500,141	500,141		48,000	452,141	0	452,141
	Total Appropriation and Expenditures			48,000	48,000			

Criminal Justice Commission
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date
8/20/19

By Board of County Commissioners
At Meeting of 10/8/2019
Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX-660-0813190000000001769
BGRV-660-0813190000000000517

BG03

FUND 0001 - General Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 8/13/2019	REMAINING BALANCE
<u>Revenue</u>								
0001-660-5217-8759	Tr Fr Mac Arthur Foundation's Safety & Justice Fund 1512	200,100	200,100	48,000		248,100		
	Total Revenue and Balance	1,482,103,321	1,482,103,321	48,000	0	1,482,151,321		
<u>Expense</u>								
0001-660-5217-3401	Other Contractual Services	10,000	10,000	48,000		58,000	0	58,000
	Total Appropriation and Expenditures	1,482,103,321	1,482,103,321	48,000	0	1,482,151,321		

Public Safety/Justice Services
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date 8/20/19

By Board of County Commissioners
At Meeting of _____
10/8/2019
Deputy Clerk to the
Board of County Commissioners

48,000