

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR
INNOVATIONS IN REENTRY INITIATIVE WITH
THE CITY OF RIVIERA BEACH**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR INNOVATIONS IN REENTRY INITIATIVE WITH THE CITY OF RIVIERA BEACH (hereinafter “Third Amendment”) is made as of this ____ day of _____ 2020 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 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 59-6000417.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018 (R2018-0937) (“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; and

WHEREAS, the Interlocal Agreement is being amended to extend the date to complete all services from September 30, 2020 to September 30, 2021; and

WHEREAS, the Interlocal Agreement is being amended to include the most recent changes to the County’s standard contractual terms and conditions.

NOW THEREFORE, the parties hereby agree as follows:

1. The above-cited WHEREAS clauses are incorporated herein by reference.
2. Consultant shall complete all services to be rendered under this Interlocal Agreement by September 30, 2021.
3. 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 Interlocal Agreement. 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 Interlocal Agreement, 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.

The following language only applies if the EBO Ordinance applies to the Interlocal Agreement:

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY'S requirements for the EBO program, and is incorporated herein and made part of this Interlocal Agreement. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Interlocal Agreement based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Interlocal Agreement, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as Attachment 1, including RFP , and the specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this Interlocal Agreement. **(NOTE: If consultant has agreed to provide an API percentage that is higher than what was required by the Goal Setting Committee, then you must state what the consultant has agreed to on the API page.)**

- i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY'S contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization

and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

4. ARTICLE 22- NONDISCRIMINATION, is deleted and replaced in its entirety with the following:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Interlocal Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Interlocal Agreement.

As a condition of entering into this Interlocal Agreement, 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 Interlocal Agreement and may result in termination of this Interlocal Agreement, 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.

5. ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK, is deleted and replaced with the following:

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Interlocal Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Interlocal Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Interlocal Agreement and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6. ARTICLE 35 – COUNTERPARTS, is created as follows: This Interlocal Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Interlocal Agreement. The COUNTY may execute the Interlocal Agreement through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.
7. Exhibit "A3" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "A2" in the Interlocal Agreement, as amended.
8. In all other respects except as specifically modified, herein the original Interlocal Agreement remains in full force and effect.

Remainder of the page intentionally left blank.

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 City of Riviera Beach, through its authorized representative, has made and executed this Second Amendment on behalf of ENTITY.

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

THE CITY OF RIVIERA BEACH

By: _____
County Administrator or Designee

By: _____
Ronnie Felder
Mayor

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

WITNESS:

By:  _____
Assistant County Attorney

Sign

Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Division Director

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 City of Riviera Beach, through its authorized representative, has made and executed this Second Amendment on behalf of ENTITY.

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

THE CITY OF RIVIERA BEACH

By: _____
County Administrator or Designee

By: _____
Ronnie Felder
Mayor

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

WITNESS:

By: 
Assistant County Attorney

Sign

Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Division Director

SCOPE OF WORK

Contract between Palm Beach County and The City of Riviera Beach

Effective Date: May 01, 2018 – September 30, 2021

Overview: Palm Beach County (PBC) is the recipient of the Innovations in Reentry Initiative (IRI) grant, commonly referred to as the SMART grant, from the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to provide transitional jobs (TJ) in tandem with evidence-based cognitive behavioral programming to improve employment outcomes and reduce recidivism rates. By entering into this Contract, The City of Riviera Beach (RB) agrees that it is a subrecipient of the grant funds provided to PBC from BJA and is subject to the terms and conditions for receipt of funds imposed by BJA and PBC. RB also agrees to participate in a full randomized controlled trial (RCT) and evaluation. This will entail having 100 reentry participants allocated at random to receive additional services to include the TJ and cognitive behavioral programming (or 50 reentry participants in the treatment group) or receive the standard services for comparison (or 50 reentry participants in the control group).

Eligible reentry participants must be moderate-to-high risk of recidivating, based on a validated risk and needs assessment, less job ready as evidenced by the employment readiness checklist, released from a Florida Department of Corrections (FDC) facility or PBC jail, and returning to PBC. Reentry participants may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), or referrals by other contracted reentry service providers.

Objectives: Reduce recidivism, increase the number of people who successfully transition back to PBC after a period of incarceration from jail or prison, improve employment outcomes, and increase public safety. A minimum of 50% of reentry participants in the treatment group (or 25 people) should be independently employed upon completion.

Target Population: People who are moderate-to-high risk of recidivating based on a validated risk and needs assessment and less job ready based on the employment readiness checklist and are transitioning back to PBC after a period of incarceration from jail or prison.

Geographic Areas to Serve: County-wide

Staff Meetings: RB administrators and reentry staff are required to meet with PBC reentry staff on a monthly basis or as deemed necessary, at the PBC Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC's reentry system. RB administrators and reentry staff must also be available for other reentry trainings and events, as determined by PBC.

Programmatic Services:

RB shall be responsible to:

- Administer the Level of Service Inventory-Revised (LSI-r) to all reentry participants and the Employment Readiness Checklist to those who are interested in employment services.
- Engage and refer a minimum of 100 reentry participants (50 in treatment group/50 in control group) who have been selected at random to participate in the IRI grant. This will include reentry participants that have been selected at random since the inception of the program in November 2018.
- Submit reentry participants who are interested in the IRI grant, and score as moderate-to- high risk and less job ready on the checklist for randomization through RENEW.
- Provide TJs for a minimum of 10 weeks to 50 reentry participants who have been selected at random to participate in the treatment group. Utilize an increase stress model, where reentry participants will be provided training on their new position but will also face natural consequences for their actions on the job.
- Provide cognitive behavioral programming for a minimum of 10 weeks to 50 reentry participants who have been selected at random to participate in the treatment group. Cognitive behavioral programming will include a minimum of Moral Reconciliation Therapy (MRT) two times a week at 2 hours per session.
- The TJs and cognitive behavioral programming for a minimum of 10 weeks for the 30 reentry participants who have been selected at random to participate in the treatment group will amount to a minimum of 28 hours per week per participant.
- Facilitate support services for the 50 reentry participants selected to participate in the treatment group.
- Provide all other support services listed in the accompanying budget worksheet and compensation chart, as amended, to those reentry participants who indicated that they were interested in the IRI grant but were selected at random into the control group. Allowable services will include all services offered by RB, however, such services cannot be invoiced under this contract.

Client Support Services: All client support services must be documented in RENEW. These services include but are not limited to —

- Transportation;
- Transitional Housing;
- Identification;
- Family Reunification;
- Peer Support Classes;
- Clothes and Toiletries;
- Substance Abuse Treatment; and
- Mental Health Treatment.

Data Collection: RB will collect and input all required data in PBC's Reentry Network (RENEW) within 3 business days of service delivery.

Evaluations: To ensure programs are achieving desired outcomes and implemented with fidelity, RB must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration, and quality of delivery, participant responsiveness, and program differentiation.

RB must comply with all required reporting and documentation to allow Florida Atlantic University (FAU) to conduct their evaluation. The FAU researcher will be evaluating all data entered in RENEW. In addition, the FAU researcher will also conduct various site visits throughout the grant to interview staff and observe programming.

Programmatic Requirements:

- 1) RB agrees to be bound by and to comply with the requirements of the Department of Justice's special conditions, as outlined in the attached Exhibit C, incorporated herein by reference, and made a part of this Agreement.
- 2) RB agrees to be bound by and to comply with the requirements referenced in the PBC IRI/SMART Reentry Policy and Procedure Guide, as may be amended. The PBC IRI/SMART Reentry Policy and Procedure, as may be amended, is incorporated herein by reference.
- 3) RB agrees to be bound by and to comply with the requirements referenced in the Reentry Network (RENEW) Database User Manual, as may be amended. The RENEW Database User Manual, as may be amended, is incorporated herein by reference.

Non-Compliance: RB will not be compensated for program services and client support services that fails to comply with this Scope of Work.