

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: December 10, 2024 [ X ] Consent [ ] Regular
[ ] Ordinance [ ] 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 First Amendment to contract for Community Services and Restitution for Reentry Youth with Choice to Change, Inc. (C2C) (R2023-1633) for the period of October 1, 2023 through September 30, 2025.

Summary: The Public Safety Department's Youth Reentry Program under their Justice Services Division entered into a contract with C2C on November 7, 2023 to organize community service events for youth reentry participants to earn community service hours. Once community service hours are completed, C2C will provide proportionate financial payments towards their restitution and court fee payments. Based on the increased number of youth served during the FY 2024, along with identification of additional support service needs, it is necessary to extend the contract until September 30, 2025, and to increase C2C's annual allocation by \$16,650 from \$44,790 to \$61,440. The increase is funded by unspent funds allocated for support services. Of the total increase, \$4,000 will be allocated to maintain ongoing contracted services, \$11,000 will be added for support services for the youth reentry clients, their families, and program needs, and \$1,650 for a 15% administrative fee calculated from support services expenditures. The administrative fee covers costs associated with the time and travel for the C2C staff to facilitate purchase of support services. In the first contract with this agency from March 14, 2023 to September 30, 2023, six (6) youth were enrolled with Choice to Change, Inc., 44 different community service events were facilitated, 195 community service hours were completed, and over \$1,800 of payments made by agency towards restitution. The budget for FY 2024 was estimated to cover expenses based on this output. In the current contract year, nearly two (2) times the number of expected youth were enrolled for services; 21 youth were enrolled with the agency, 203 community service events were facilitated, over 640 community service hours were completed, and over \$4,070 of payments made by agency towards restitution. This amendment was executed by the Director of Purchasing pursuant to the Purchasing Code. Countywide (RS)

Background and Justification: Continued on Page 3.

Attachments:

- 1) First Amendment to Contract with C2C (With "Exhibit A-2", Exhibit "B-2", and Exhibit "C")

Recommended By: [Signature] Department Director [Signature] Date

Approved By: [Signature] Assistant County Administrator [Signature] Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services					
Operating Expenses	\$16,650				
Capital Outlay					
Grants & Aids					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$16,650				

**# ADDITIONAL FTE**

**POSITIONS (Cumulative)**          0                          0                          0                          0                          0

Is Item Included In Current Budget?    Yes   X      No         
Is this item using Federal Funds?        Yes           No   X    
Is this item using State Funds?          Yes           No   X  

Budget Account Exp No: Fund   0001   Dept.   660   Unit   5700   Obj.   3401    
Rev No: Fund        Dept.        Unit       

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

**C. Departmental Fiscal Review:**

*JP* \_\_\_\_\_ *[Signature]* *10/24/24*

**III. REVIEW COMMENTS**

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

*Asbell* 11/5/24  
OFMB *QS 11/5*  
*VS 11/5/24*

*[Signature]* 11/5/24  
Contract Dev. And Control

**B. Legal Sufficiency:**

*[Signature]*  
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 from Page 1):** In 2012, the Criminal Justice Commission (CJC) received funding to develop a juvenile reentry strategic plan. In 2013, the CJC received a Second Chance Act grant from the Office of Juvenile Justice and Delinquency Prevention. Through this effort, an enhanced reentry process for juveniles transitioning from residential settings back to their respective communities was developed. On July 12, 2022, the Board of County Commissioners (BCC) approved to insource the Youth Reentry Program under the Public Safety Department's Division of Justice Services. Palm Beach County (PBC) developed a Strategic Plan for providing effective and coordinated reentry services to youth returning from the residential programming within the Department of Juvenile Justice. Programming is intended to reduce recidivism among reentry youth who are transitioning back to PBC, as well as reduce future victimization, enhance public safety, and improve the quality of life of all residents.

Form D

PROCUREMENT SUMMARY & APPROVAL FORM

Reference # r-2023-1633		Title: COMMUNITY SERVICES AND RESTITUTION ASSISTANCE FOR REENTRY YOUTH	
<input type="checkbox"/> IFB/RFP <input checked="" type="checkbox"/> SOLE SOURCE <input type="checkbox"/> PIGGYBACK			
Date Prepared: 9/18/24	Staff: BRIDGET WILLIAMS	Manager: LYNN CLAVETTE	
Original Contract Amount: \$44,790 Total Contract Value: \$51,440		User Department(s): PUBLIC SAFETY	
Budget Line(s): 001-660-5700-3401		Lead Department: <input type="checkbox"/> Countywide (3 or more User Departments)	
<input checked="" type="checkbox"/> INCREASE OF AUTHORIZED LIMIT - INCREASE AMOUNT: \$16,650			
<input checked="" type="checkbox"/> AMENDMENT, NON-RENEWAL - AMENDMENT #1			
<input checked="" type="checkbox"/> EXTENSION - 12 months			
TERM CONTRACT - MA # _____			
Term of Agreement: _____ (____ months) (Inclusive of ____ month extension per Purchasing Director Authority)			
Retro Start Date: _____			
Previous Term Contract # _____, Previous Term: _____ (____ months)			
Previous Authorized Amount: \$ _____ (Inclusive of ____% (\$____) increase per Purchasing Director Authority)			
Ordered Amount: \$ _____			
Historical Usage: \$ _____/month. Ordered Amount + _____/mo (months of usage) Use date calculator <a href="https://www.timeanddate.com/date/duration.html">https://www.timeanddate.com/date/duration.html</a> to calculate date from start of CMA to date prepared above.			
Reason for authorized amount:			
# OF "C" SBE BID RESPONSES	# OF NON SBE BID RESPONSES	TOTAL # OF AWARDEE(S)	# OF IPBC AWARDEE(S)
			# OF OPBC AWARDEE(S)
			# OF OS AWARDEE(S)
RECOMMENDED AWARDEE(S): (1) Choice to Change, Inc.			
Certified SBE:			
<input type="checkbox"/> EXEMPT from OEBO		Business Location (enter below):	
<input type="checkbox"/> YES. Firm # from above: (____) Type: _____ (as indicated in OEBO vendor directory) Dollar / % amount of contract: _____		Firm #(s) from above: (____) Code: IPBC Firm #(s) from above: (____) Code: OPBC Firm #(s) from above: (____) Code: OS	
<input type="checkbox"/> NO. Code: _____ Subcontract to SBE? <input type="checkbox"/> Yes <input type="checkbox"/> No		# OPBC City: _____	
PURPOSE OF PROCUREMENT ACTION: *EXPLANATION REQUIRED.			

ATTACHMENTS (Check if attached/applicable)

- |   |   |
|---|---|
| <input type="checkbox"/> Department request (e.g. CROS/CROW/Form K/Email)   | <input type="checkbox"/> Previous BCC agenda item   |
| <input type="checkbox"/> Letters to Vendor for Director's signature   | <input type="checkbox"/> Form AAA   |
| <input checked="" type="checkbox"/> Contract(s)/Amendments  | <input type="checkbox"/> Other / Case Procurement Folder # _____  |
| <input type="checkbox"/> Insurance Compliance Certificate   | <input type="checkbox"/> Entered into Advantage. Date: _____  |
| <input type="checkbox"/> Risk Management/CAD Approval of changes to Standard Indemnification/Insurance Requirements. If you check this box enter information above in Purpose of Procurement Action | <input type="checkbox"/> OEBO Recommendation (e.g. Waiver, Price Preference, % Goal, etc.) If you check this box enter information above in Purpose of Procurement Action |

\*\*\*\*\* APPROVALS \*\*\*\*\*

DIRECTOR 	DATE 9/26/24
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R2024 1283 SEP 24 2024

**FIRST AMENDMENT TO THE CONTRACT FOR COMMUNITY SERVICES  
AND RESTITUTION ASSISTANCE FOR REENTRY YOUTH**

This First Amendment to the Agreement is made as of the 24<sup>th</sup> day of September, 2024, 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 Choice to Change, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the ENTITY, whose Federal I.D. is 27-1984536

WITNESSETH

WHEREAS, on November 7, 2023, the parties entered into an Agreement for the ENTITY to provide community service assistance and restitution sponsorship services to eligible youth reentry participants for an amount not to exceed \$44,790.00 for the period of October 1, 2023 through September 30, 2024 (R-2023-1633); and

WHEREAS, the parties now wish to amend the Contract, to extend the date to complete all services from September 30, 2024 to September 30, 2025; and

WHEREAS, the parties now wish to amend the Scope of Work, "Exhibit A-2," to include the ENTITY's acquisition of support services; and

WHEREAS, the parties now wish to amend the Unit Cost and Service Rate and Definition, "Exhibit B-2", to include the ENTITY's additional allocation of funding; and

WHEREAS, the parties also wish to add Article 34 and "Exhibit C" (Nongovernmental Entity Human Trafficking Affidavit) pursuant to section 787.06(13), Florida Statutes, requiring the ENTITY to execute the Nongovernmental Entity Human Trafficking Affidavit.

NOW THEREFORE, in consideration of the mutual promises contained herein, the above named parties hereby mutually agree to amend the Agreement as follows:

- I. The First Amendment is effective retroactively as of August 1, 2024.
- II. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Contract.
- III. The ENTITY shall complete all services to be rendered under this Contract by September 30, 2025.
- IV. "Exhibit A-2" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to "Exhibit A."
- V. "Exhibit B-2" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to "Exhibit B."
- VI. Article 34, "Human Trafficking Affidavit," is added to the Contract and provides:

ENTITY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Entity has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- VII. "Exhibit C" is added to the Contract and attached hereto.
- VIII. Except as modified herein, all other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

R2024 1283 SEP 24 2024

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
County Administrator or Designee

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department or Division Director

ENTITY:

Choice to Change, Inc.  
Company Name

[Signature]  
Signature

Lynn Trimble  
Typed Name

Ex. Director  
Title

WITNESS:

[Signature]  
Signature

Bailey Trimble  
Typed Name

(corp. seal)

**SCOPE OF WORK**  
**FY2024 (Oct 1, 2023 – Sep 30, 2025)**  
**Contract between Palm Beach County and Choice to Change, Incorporated**

**Overview:** Palm Beach County (PBC) provides reentry services through programming that is data-driven, outcome-focused, and evidence-based. Reentry services help reintegrate youth and young adults returning from incarceration into the community by creating opportunities that improve outcomes for youth and families, improve public safety, and reduce recidivism. PBC reentry services are comprised of targeted case management, certified peer support, support services, and partnerships with community partners to create a continuum of coordinated care across systems and providers.

Choice to Change, Inc. (C2C) will provide assistance for juvenile justice-involved reentry youth (and their families) by facilitating community events with the goal of assisting youth with opportunities to complete community service hours, fulfill restitution requirements (through court fee payment assistance), and/or build skills that impact criminogenic risk and needs. C2C provides financial payments towards restitution and court fees by providing a stipend that converts completed community service hours to dollars earned at a fixed rate. These payments are funded through C2C's own sustained funding and are paid directly to the Clerk of Court on behalf of the youth.

**Client Referral Eligibility:**

Eligible reentry clients are those who have been identified as needing this assistance, sentenced to local jail or the Florida Department of Juvenile Justice's (DJJ) residential commitment facilities, and returning to PBC upon release from confinement. Clients referred for contracted services will be identified by PBC Youth Reentry Program staff as needing individualized assistance with at least one of the following:

- Community Service Hours
- Restitution and/or Court Fee Payment Assistance
- Prosocial community engagement and peer relations

**Geographic Areas to Serve:** County-wide

**Program Services:**

**Community Service Work Events:**

C2C will provide opportunities for reentry participants to engage in events assisting others in the community, focusing primarily on giving back, actively engaging and making connections in the community, having a positive impact on others, providing acts of service to benefit those in need, developing empathy and life skills, and building prosocial values and connections with peers and supportive adults.

**Court Fines, Fees, and Restitution Sponsorship:**

Community service events organized by C2C will be facilitated for reentry participants, with the ultimate intention of matching youth with events that align with their interests and needs. Reentry participants will be sponsored for their completed community



service hours by C2C through payment of stipends proportionate to completed community service hours, at a rate established by the provider, to be paid directly to the Clerk of Court to reduce court fines, fees, and restitution requirements.

**Support Services:**

C2C will purchase items deemed critical and/or necessary to support the needs of the reentry youth, their families, and/or programming to support these parties.

**Program Outcomes:**

1. # of Clients Referred for Services
2. # of Clients Enrolled in Services
3. # of Community Service Hours Completed per Client
4. Amount of Court Fee Payments Made per Client
5. Amount of Restitution Payments Made per Client

**Reports:**

Program Activity Report (PAR) is required to be provided to PBC by the 15<sup>th</sup> of each month, to report on the program activity of the previous calendar month. PAR must include the required program outcomes for each client served by C2C during the reporting period.

**Required Meetings:**

Attendance at Monthly Reentry Partners Meeting is required.

Attendance at Monthly Community Reentry Case Review Meeting is required.

Attendance at the Quarterly Reentry Task Force's Youth Reentry Subcommittee Meeting is required.

**Deliverables:**

1. Document the service delivery per client through the utilization of case notes and disbursement records within the Reentry Information Database, RENEW. The records must be in sufficient detail to substantiate the services provided and disbursements made per client.
2. Collect and input all required data in PBC's RENEW database within three business days of service delivery.
3. Submit Monthly PAR's to PBC by the 15<sup>th</sup> of each month for the previous month's activities.

**Non-Compliance:** C2C will not be compensated for contracted services that fail to comply with this Scope of Work.

**Invoicing:** C2C will prepare and submit complete and accurate monthly invoices electronically via SAMIS for all service categories to the PBC Reentry Public Safety Department (PSD) by the 15<sup>th</sup> day of the subsequent month. Invoices will be reviewed and approved by PBC Reentry's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the PBC PSD Finance Division for payment.

**UNIT COST OF SERVICE RATE AND DEFINITION**

The Scope of Work to be completed by the ENTITY as defined in Exhibit A, consist of submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Unit Cost of Service Rate and Definition:

<b>Program Name:</b> Public Safety Department Youth Reentry Program	<b>Community Based Agency:</b> Choice to Change, Inc.	
<b>Contract Period:</b> October 1, 2023 - September 30, 2025		
<b>Unit Cost of Service Rate Definition</b>	<b>Unit Cost of Service Rate</b>	<b>Total Cost of Service</b>
A unit of service is defined as one hour of direct or indirect staff time that may include client contact, classes, transportation, On-the-Job training community opportunities for a sponsored stipend, data collection, data evaluation, data entry, collaborative meetings, youth recruitment, and reporting.  The unit rate is based on the program budget which is inclusive of one part-time Community Coach, Executive Director (15% allocation), and administrative expenses (office supplies, training, travel).	\$43.07	\$48,790
<b>Support Services</b> Agency will purchase items deemed critical and/or necessary to support the needs of the reentry youth, their families, and/or programming to support these parties. These items may include, but are not limited to: incentives, basic needs, food, gift cards, transportation, clothing, household goods, education supplies, prosocial activities, baby items, etc.	Direct Reimbursement	\$11,000

<b>Administrative Fee (15%)</b> Fee will be calculated as 15% of the total amount of funding expended for support services.	<b>Direct Reimbursement</b>	<b>\$1,650</b>
<b>TOTAL CONTRACT</b>		<b>\$61,440</b>
<p><b>Deliverables Description:</b></p> <ul style="list-style-type: none"> <li>• Proof of Payroll Service (example include copies of paystubs, automated payroll reports)</li> <li>• Proof of Service (example include client sign in sheets, attendance records, schedule)</li> <li>• Cover Memo/Invoice (signed by authorized representative, including statement as to all units being claimed were 100% allocated to the Scope of Work)</li> <li>• Proof of Support Services (example include receipt of purchase, invoice, PBC expenditure request)</li> </ul>		

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT  
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Choice to Change Inc  
(ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section  
787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature] hynn Trimble  
(signature of officer or representative) (printed name and title of officer or representative)

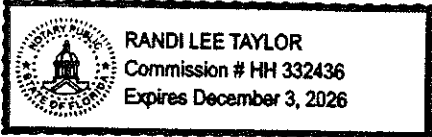
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 16<sup>th</sup>  
day of September 2024, by Randi Taylor.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)