

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 12/20/11       Consent       Regular  
    Ordinance       Public Hearing

Department: Criminal Justice Commission

Submitted By: Criminal Justice Commission  
Submitted For: Criminal Justice Commission

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I. EXECUTIVE BRIEF

**MOTION AND TITLE:** Staff recommends motion to approve: An Interlocal Agreement for \$136,005 with the Office of the Public Defender of the Fifteenth Judicial Circuit, to manage and operate the Reentry Ex-Offender Initiative Program from October 1, 2011 through September 30, 2012.

**SUMMARY:** Palm Beach County has accepted a grant award of \$228,558 (Resolution Number- R-2011-1210) from the Department of Justice to reduce crime and increase public safety. The Reentry Ex-Offender Initiative will connect ex-offenders returning from state and local incarceration with appropriate community based providers in conjunction with their felon registration; provide sealing and expungement of records assistance to ex-offenders; and connect work release eligible inmates and ex-offenders with employment opportunities. The ex-offenders will be provided with pre and post release services to assist in their transition back into the community. Countywide (GB).

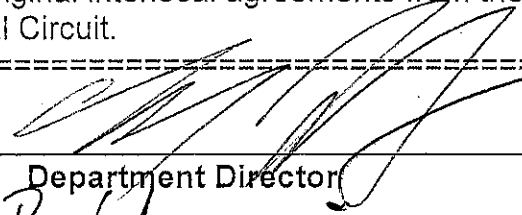
**BACKGROUND AND JUSTIFICATION:** Palm Beach County's Public Defender's Office has administered a reentry program since 2002. Their Reentry Ex-Offender Initiative, staffed by a social worker, paralegal and a job finder, strives to prepare released inmates for a successful transition from jail to community. Staff works with the clients to assess their needs, meet as many pre-release needs as possible and establish connections to community services for meeting post-release needs. Services provided include: substance abuse and mental health counseling, drug treatment and rehabilitation, family reunification, identification, and public benefits. The paralegal assists ex-offenders in areas of sealing and expunging, probation termination and driver's license reinstatement. Additionally the paralegal position provides assistance to those being released from State prison by researching for open criminal cases in other jurisdictions that can be cleared up pre-release. These efforts assist the ex-offender in eliminating legal barriers to successfully reintegrating into the community. The position is designed to be a support position for existing reentry service providers to call upon when a client has one of the needs provided by the paralegal.

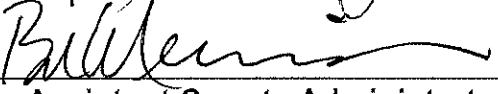
The project works in tandem with other jail and community programs to augment services rather than duplicate efforts. Palm Beach County has a formal Task Force for Reentry established by the Criminal Justice Commission to address coordination of efforts and identification of system improvements. The goal is to improve public safety for the community by assisting ex-offenders in becoming more stable and preventing their recidivism.

**Attachments:**

- 1. Three (3) original interlocal agreements from the Office of the Public Defender, 15<sup>th</sup> Judicial Circuit.

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Recommended by:       12-7-11  
Department Director      Date

Approved By:       12/15/11  
Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$136,005	_____	_____	_____	_____
External Revenues	<\$136,005>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 1220 Dept. 520 Unit 7674 Object 340

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

FY 2011 Justice Assistance Grant Program

Departmental Fiscal Review: ms 11/22/11

**III. REVIEW COMMENTS**

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

[Signature] 11/29/11  
 OFMB 11/28/11 JB

[Signature] 12/12/11  
 Contract Dev. and Control 12-12-11 [Signature]

**B. Legal Sufficiency:**

[Signature] 12/13/11  
 Assistant County Attorney

This Interlocal Agreement complies with all review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE OFFICE OF THE PUBLIC DEFENDER, 15<sup>th</sup> JUDICIAL CIRCUIT, FLORIDA**

THIS INTERLOCAL AGREEMENT is made on \_\_\_\_\_, 2011 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY); and the Office of the Public Defender, 15<sup>th</sup> Judicial Circuit, a state agency located in Palm Beach County, Florida (herein referred to as the OFFICE), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

**WHEREAS**, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues their commitment to offender reentry; and

**WHEREAS**, the COUNTY through the CJC is administering the Federal Edward Byrne Memorial Justice Assistance Grant Local Solicitation and

**WHEREAS**, one of the purpose areas of the Federal Edward Byrne Memorial Justice Assistance Grant is crime prevention and education programs; and

**WHEREAS**, the CJC created the Reentry Ex-Offender Initiative, with goals of:

- o connecting ex-offenders returning from state and local incarceration with appropriate community based service providers in conjunction with their felon registration; and
- o providing sealing and expungement of records assistance to ex-offenders; and
- o connecting work release eligible inmates and ex-offenders with employment opportunities; and

**WHEREAS**, the services of one Paralegal, one Job Finder and one Reentry Social Worker are needed to provide the responsibilities of reentry programming; and

**WHEREAS**, a copy of the job description and scope of work for the services are attached hereto as composite Exhibit A, and by this reference incorporated herein; and

**WHEREAS**, the COUNTY is desirous of having the OFFICE provide the Paralegal, Job Finder and Reentry Social Worker; and

**WHEREAS**, the COUNTY agrees to reimburse the OFFICE from Federal Edward Byrne Memorial Justice Assistance Grant Funds for contracted personnel and operating expenses; and

**WHEREAS**, the COUNTY, through the use of the federal Edward Byrne Memorial Justice Assistance Grant funds which are appropriated for this use, will reimburse the OFFICE for the salary and fringe benefits and operating expenses in the stated amount of One Hundred Thirty-Six Thousand and Five Dollars (\$136,005) from October 1, 2011 through September 30, 2012, for the above stated services of the Public Defender. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

**WHEREAS**, the OFFICE agrees to be bound by the Federal Edward Byrne Memorial Justice Assistance Grant Local Solicitation requirements of the Special Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Contract.

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

#### **SECTION 1. PURPOSE and PAYMENT**

The OFFICE agrees that it shall manage the Reentry Ex-offender Initiative in partnership with the COUNTY and adhering to the concepts proposed by the CJC, outlined in the Palm Beach County Criminal Justice Commission Scope of Work in Exhibit A, attached hereto and incorporated by reference. The COUNTY agrees to reimburse the OFFICE for the expenses identified in Exhibit B, attached hereto and incorporated herein by reference, for the Initiative in a total amount not to exceed One Hundred Thirty-Six Thousand and Five Dollars (\$136,005).

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to ten percent (10%) provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the project by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

## **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Jenise Link whose telephone number is (561) 355-1503.

The OFFICE'S representative/contract monitor during the term of this Agreement shall be Jennifer Loyless, Program Coordinator whose telephone number is (561) 355-7604.

## **SECTION 3. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2011 and shall continue in full force and effect up to and including September 30, 2012 unless otherwise terminated as provided herein.

## **SECTION 4. RESPONSIBILITIES AND DUTIES**

The OFFICE agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

## **SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT**

The OFFICE shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the OFFICE, as well as confirmation of the OFFICE'S expenditures for the Initiative. Upon receipt and approval of the OFFICE'S monthly programmatic and fiscal invoices, the COUNTY will reimburse the OFFICE the not-to-exceed amount in accordance with the budget (Exhibit B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The OFFICE shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the Initiative. Invoices received from the OFFICE will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

## **SECTION 6. ACCESS AND AUDITS**

The OFFICE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the project. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of

records, and to audit, investigate, monitor, and inspect the activities of the OFFICE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **SECTION 7. BREACH/OPPORTUNITY TO CURE**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

#### **SECTION 9. ATTORNEY'S FEES**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

#### **SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY:                   Michael L. Rodriguez  
Executive Director  
Criminal Justice Commission  
301 N. Olive Ave., Suite 1001  
West Palm Beach, Florida 33401

With a copy to:                   Gentry Benjamin, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

For the OFFICE:                   Honorable Carey Haughwout, Public Defender  
Office of the Public Defender  
15<sup>th</sup> Judicial Circuit  
421 Third Street  
West Palm Beach, FL 33401

## SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and OFFICE.

## SECTION 12. FILING

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

## SECTION 13. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

## SECTION 14. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## SECTION 15. EQUAL OPPORTUNITY PROVISION

The COUNTY and the OFFICE agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

## SECTION 16 - INSURANCE

- A. OFFICE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OFFICE shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by OFFICE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OFFICE under the contract.
- B. **Commercial General Liability** OFFICE shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross

Liability unless granted in writing by County's Risk Management Department. OFFICE shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** OFFICE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event OFFICE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing OFFICE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OFFICE shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** OFFICE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OFFICE shall provide this coverage on a primary basis.
- E. **Professional Liability** OFFICE shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of OFFICE'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OFFICE shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, OFFICE shall purchase a SERP with a minimum reporting period not less than 3 years. OFFICE shall provide this coverage on a primary basis.

**Additional Insured** OFFICE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Office shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** OFFICE hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then OFFICE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any



policy, which specifically prohibits such an endorsement, or which voids coverage should OFFICE enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, OFFICE shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Mr. Michael Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, OFFICE may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## SECTION 17. NOTICES

The OFFICE, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

## SECTION 18. REGULATIONS; LICENSING REQUIREMENTS

The OFFICE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The OFFICE is presumed to be familiar with all federal, state and local laws,

ordinances, codes and regulations that may in any way affect the services offered.

## **SECTION 19. FEDERAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION**

The OFFICE agrees to be bound by the requirements of the Federal Edward Byrne Memorial Justice Assistance Grant Local Solicitation program.

## **SECTION 20. OFFICE'S PROGRAMMATIC REQUIREMENTS**

The OFFICE agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor OFFICE to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entities licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The OFFICE shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Monthly Measurable Outcomes Report for the initiative, within five (5) days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the OFFICE'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to

be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

- G. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due five (5) days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

#### **SECTION 21. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **SECTION 22. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

#### **SECTION 23. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

(SEAL)

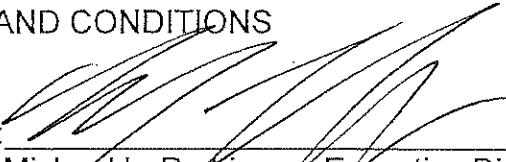
OFFICE: Office of the Public Defender  
15<sup>th</sup> Judicial Circuit

  
\_\_\_\_\_  
Carey Haughwout, Public Defender

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:   
\_\_\_\_\_  
Michael L. Rodriguez, Executive Director  
Criminal Justice Commission



DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

**STATE RISK MANAGEMENT  
TRUST FUND**

Policy Number: AL-5415 Fleet Automobile Liability  
Certificate of Coverage

Name Insured: Public Defenders – Fifteenth Judicial Circuit

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person  
\$10,000.00 each occurrence

Inception Date: October 1, 2011

Expiration Date: July 1, 2012

A handwritten signature in black ink that reads "Jeff Stewart".

CHIEF FINANCIAL OFFICER



## SCOPE OF WORK

*Scope of Work pertaining to the 2012 Interlocal Agreement between the Office of the Public Defender (OFFICE) and the Criminal Justice Commission (CJC) of Palm Beach County.*

*Effective date: October 1, 2011*

### Objective

The Reentry Ex-Offender Initiative will connect ex-offenders returning from state and local incarceration with appropriate community based service providers in conjunction with their felon registration; provide sealing and expungement of records assistance to ex-offenders; and connect work release eligible inmates and ex-offenders with employment opportunities.

### Services

The Office of the Public Defender will:

- Manage and supervise a paralegal, a job finder and a reentry social worker for the Reentry Ex-Offender Initiative. (job descriptions attached)
- Submit a Report of Monthly Measurable Outcomes Report for the initiative, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the OFFICE'S progress in attaining its goals. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.
- Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

**Reentry Social Worker Job Description**

This position will be placed at the Central Detention Center/Portal for the purposes of :

- Connecting ex-offenders returning from state and local incarceration with appropriate community based service providers in conjunction with their felon registration.
- Providing any necessary assistance to RESTORE clients who are connecting with their community based service providers at the portal on the day of their release.

**Responsibilities:**

These examples are intended to provide general guidelines related to the described position but does not exclude additional or similar related duties being assigned as needed.

- Demonstrate ability to work with diverse groups and individuals;
- Provides monitoring and case management services for ex-offenders in various programs and modalities;
- Identifies target population who meet program criteria; completes screening intake and assessment;
- Maintains individual client files;
- Interacts with the Palm Beach County Sheriff's Office and the Florida Department of Corrections;
- Monitors and assists inmate progress of a reintegration plan of action;
- Assists inmates with the reunification and strengthening of family ties;
- Ensures program and data integrity through tracking, collection and reporting of data related to the provision of direct services;
- Acts as an advocacy function between ex-offenders and public and private social service agencies, substance abuse and mental health agencies, literacy, educational and vocational training and employment assistance;
- Provides accurate and timely reporting of program data including program outcome measurement;

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

These examples are intended to provide general guidelines related to the described position but does not exclude additional or similar related duties being assigned as needed.

- Graduation from an accredited University with a Master's degree in social work with Florida LCSW. An equivalent combination of experience, training and education may be considered;
- Knowledge of laws, rules and practices relating to the provision of social services by Federal, State and County Governments;
- Knowledge of the principles and practices of case management, including standard methods and techniques of social work;
- Knowledge of research techniques and data collection and storage;
- Able to develop, facilitate and make referrals to social service agencies and other resources;
- Ability to coordinate volunteer and community partner collaboration;
- Ability to prepare and make program presentations for community education;
- Ability to express ideas clearly and concisely both orally and in writing;
- Able to provide crisis intervention when necessary;
- Be computer proficient in internet and word processing usage;
- Have a valid Florida drivers license and transportation for regular off-site meetings;



**Re-Entry Paralegal/Legal Assistant:** An individual to assist county-wide ex-offender re-entry efforts in the areas of sealing and expunction, early termination of probation and driver's license reinstatement.

**Job Requirements:** Associates degree in the area of paralegal studies, a paralegal certificate or comparable experience preferably in the criminal court area.

**Job responsibilities:**

In the areas of sealing and expunction, early termination or probation and driver's license re-instatement (and potentially other areas):

- Screen applicants for eligibility;
- Communicate eligibility or ineligibility with applicants;
- Prepare appropriate application and secure appropriate supporting documentation;
- Prepare appropriate court filings and secure appropriate supporting documentation;
- Submit and track applications and court filings;
- Schedule appropriate court hearings and proceedings;
- Coordinate efforts to provide services to ex-offenders county-wide

### Job Finder job description

Serve as a resource to connect work release eligible inmates and ex-offenders with employment opportunities. Create and maintain a database of open jobs in Palm Beach County and the communities within the county where the highest number of ex-offenders return. To accomplish this, the job finder's responsibilities would include the following:

- Review, centralize and maintain "help wanted" needs from newspapers, internet, door to door investigation and other resources. Compile and publish to reentry service providers the job requirements and application requirements of these opportunities.
- Consult with case managers at the various reentry centers to identify specific employment needs.
- Assist in matching needs with opportunities.
- Identify specific employers willing to hire inmates that are still incarcerated but eligible for work release.
- Educate willing employers on incentives available for hiring ex-offenders.

Bachelor's degree required. This position requires a highly organized individual with excellent communication and computer skills. Individual must be able to deliver data, information and reports in a timely and consistent manner. Experience in business marketing and/or sales is preferred.

## Budget Detail

Contract with Office of the Public Defender to be paid from Grant #2011-DJ-BX-2709 Local JAG

**Personnel**

Name	Computation	Cost
Reentry Social Worker, Kay Oglesby	Salary 100%	\$45,668.80
Reentry Paralegal, Lorena Buxton	Salary 100%	\$32,011.80
Reentry Job Finder, Elizabeth Hanney	Salary 100%	\$37,003.20
<b>Sub Total Personnel</b>		<b>\$114,683.80</b>

**Fringe Benefits**

Name/Position	Computation	Cost
Reentry Social Worker, Kay Oglesby	Benefits & FICA	\$12,409.18
Reentry Paralegal, Lorena Buxton	FICA	\$2,448.85
Reentry Job Finder, Elizabeth Hanney	FICA	\$2,830.75
<b>Sub Total Fringe Benefits</b>		<b>\$17,688.78</b>

**Travel**

	Computation	Cost
Reentry Social Worker mileage to and from jail facilities	188 miles per month x .445 per mile x 12 months= \$1003.92	\$1,003.92
Reentry Job Finder mileage to businesses	75 miles per month x .445 x 12 months = \$400.50	\$400.50
Reentry Social Worker attend local conference	392 miles roundtrip x .445 = \$175.00; lodging at \$130 per night x 2= \$260.00; per diem at \$30 per day x 2= \$60.00; total = \$495.00	\$495.00
<b>Sub Total Travel</b>		<b>\$1,899.42</b>

**Supplies**

		Cost
Office supplies	Materials and supplies for office work administration	\$1,228.00
ID Program	Florida identification cards and supporting documentation	\$505.00
<b>Sub Total Supplies</b>		<b>\$1,733.00</b>

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<b>Total</b>	<b>\$136,005.00</b>
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*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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*SPECIAL CONDITIONS*

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.



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14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



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*SPECIAL CONDITIONS*

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
24. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
26. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
27. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
28. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.





Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for County of Palm Beach


The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>	
	<b>Grant</b>	
	PROJECT NUMBER 2011-DJ-BX-2709	PAGE 1 OF 1
This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.		
1. STAFF CONTACT (Name & telephone number)  Stefanie Harris (202) 305-8069	2. PROJECT DIRECTOR (Name, address & telephone number)  Jenise Link Sr. Criminal Justice Analyst 301 North Olive Avenue West Palm Beach, FL 33401-4705 (361) 355-1503	
3a. TITLE OF THE PROGRAM FY 2011 Justice Assistance Grant Program	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT FY 2011 Justice Assistance Grant Program		
5. NAME & ADDRESS OF GRANTEE  County of Palm Beach 301 North Olive Avenue West Palm Beach, FL 33401	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2014	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2014	
9. AMOUNT OF AWARD \$ 228,558	10. DATE OF AWARD 08/12/2011	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).  The grantee will use the grant to support the following prevention and education programs: Project Recovery, Empowerment, Achievement and Prosperity (R.E.A.P.) and the Riviera Beach Justice Service Center. Grant funds will be used towards salaries and fringe benefits, supplies, and contractual costs to support		

these programs. On-the-job training will be a focus for these programs.

NCA/NCF