

Department: CRIMINAL JUSTICE COMMISSION  
Submitted For: CRIMINAL JUSTICE COMMISSION

- 1) Executed Security Agreement FSAC #2016.13
- 2) Executed Security Agreement FSAC #2016.14
- 3) Signature designation authority pursuant to M/SA 7-0

**Approved By:** \_\_\_\_\_ **Date** 11-30-16  
Deputy County Administrator

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes ☐ No ☐

Budget Account Exp No: Fund  Department  Unit  Object

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

No Fiscal Impact.

Departmental Fiscal Review: W. Diaz 11/9/2016

## III. REVIEW COMMENTS

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

Lisa Pout 11/14/16  
OFMB Et 11/14

J. J. Jacobson 11/28/16  
Contract Administration  
11/28/16 JH

### B. Legal Sufficiency:

Anna Burt 11/29/16  
Assistant County Attorney

### C. Other Department Review:

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

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



Attachment # 1  
Page 1 of 10

RECEIVED

AUG 26 2016

Director's Office  
Division of Criminal Justice  
Information Services

**Criminal Justice Commission**  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705  
(561) 355-4943  
FAX: (561) 355-4941  
[www.pbcgov.com/criminaljustice](http://www.pbcgov.com/criminaljustice)

August 22, 2016

Director Charles Schaeffer  
Florida Department of Law Enforcement  
Division of Criminal Justice Information Services  
Director's Office  
Post Office Box 1489  
Tallahassee, FL 32302-1489

Dear Director Schaeffer:

The Palm Beach County Criminal Justice Commission is requesting access to criminal history information as part of the evaluation of the 15<sup>th</sup> Judicial Circuit Adult Drug Court, misdemeanor probation services, ReEntry services, and 15<sup>th</sup> Judicial Circuit Civil Drug Court in Palm Beach County. The arrest and judicial data requested will be used to further examine trends in all crime types, and will be analyzed to assist in determining whether these programs had a positive effect in reducing recidivism in offenders. We are requesting that this agreement be for two years with submission of data on a quarterly basis.

We understand privacy restrictions and the data will be used only in aggregate form. As a governmental agency we do not have a formal Institutional Review Board (IRB) review, however, we have an internal review process through the Criminal Justice Commission.

These evaluations serve the public interest in a significant manner by demonstrating the effectiveness of the current strategies of these programs, which are based on evidence based practices. We further understand there will be a charge for this information.

Attached is a description with the details of the data being provided, including variables, and file formats. The research data requested is to be limited to only what is needed for the research project. Identifiers are included in our dataset that will be used to differentiate between clients. These identifiers (RPUID) should not be stripped from the data. The data files will be delivered via a secure server FTP process.

**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



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and recycled paper

Attached is the signed Privacy and Security Agreement. We understand that this information is protected and can only be used in aggregate form. We further understand that any proposal to publish, release, disclose or in any way make available the identity of the subjects of the criminal justice information data requested to persons or entities other than those directly connected to the conduct of the research project would be inconsistent with the statutory requirement for entering into a P & S A and will result in the denial of the research request.

Thank you for your consideration of this request. If you have any questions or require further information please contact Katherine Hatos at (561) 355-6877.

Sincerely,



Kristina Henson, Executive Director  
Palm Beach County Criminal Justice Commission

c.c.: Damir Kukec, Research and Planning Manager

ARREST VARIABLES

Variable/Field	Label
ARR-ARREST-DT	ARREST DATE
ARR-SEQ-CD	ARREST SEQUENCE CODE
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ARR-CHG-DEG	ARREST CHARGE DEGREE

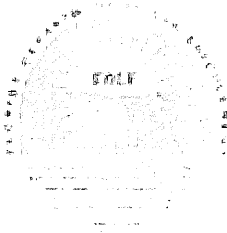
JUDICIAL VARIABLES

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JUD-MAX-LEN-MONTHS	MAXIMUM CONFINEMENT LENGTH MONTHS
JUD-MAX-LEN-YEARS	MAXIMUM CONFINEMENT LENGTH YEARS
JUD-MIN-LEN-DAYS	MINIMUM CONFINEMENT LENGTH DAYS
JUD-MAX-LEN-MONTHS	MINIMUM CONFINEMENT LENGTH MONTHS
JUD-MIN-LEN-YEARS	MINIMUM CONFINEMENT LENGTH YEARS

FILE FORMAT

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Last Name	Text	25	0
First Name	Text	25	0
DOB - Date of Birth	Date dd/mm/yyyy	10	0
SEX	Text	10	0
RACE	Text	10	0



PRIVACY AND SECURITY AGREEMENT  
For Release of Non-Identifiable Computerized  
Criminal History Data to a Governmental Entity

*An agreement for the release of criminal justice information/statistical records or reports by the Florida Department of Law Enforcement for research or statistical purposes.*

Agreement made effective as of the date that this Agreement is signed by the FDLE Authorized Representative (see end of this document) between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "Applicant") and the Florida Department of Law Enforcement (hereinafter referred to as "FDLE").

Whereas the Applicant has made a written request to FDLE dated the 5 day of October 2016, a copy of which is annexed hereto and made a part thereof; and

Whereas FDLE has reviewed said written request and determined that it clearly specifies  
(1) the criminal justice information/statistical records or reports requested by the Applicant, and  
(2) the research, evaluative, or statistical purpose for which the said information is sought;

Now, therefore, it is agreed as follows:

1. FDLE will supply the following items of information to the Applicant:

All Florida arrests in the CCH file for the individuals included in the dataset provided. The requested information will include select variables/fields from the Arrest and Judicial Tables maintained by FDLE.

The Palm Beach County Criminal Justice Commission is conducting an evaluation study of the 15th Judicial Adult Drug Court, misdemeanor probation services, ReEntry services, and 15th Judicial Civil Drug Court in Palm Beach County. The arrest and judicial data requested will be used to examine trends in all crime types in Palm Beach County as part of this study and to profile the criminal histories of arrestees. The histories will be analyzed to assist in determining whether the intervention programs have had a positive effect in reducing recidivism in offenders.

2. The Applicant will:

- (a) Use the said information only for research, evaluative, or statistical purposes described in the above-mentioned written request dated the 5 day of Oct. 2016 and for no other purposes.
- (b) Limit access to said information to the Applicant and those of the Applicant's employees whose responsibilities cannot be accomplished without such access and who have been advised of and have agreed to comply with the provisions of



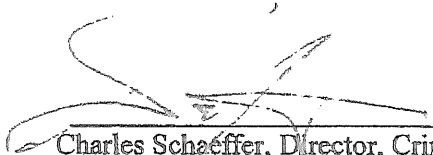
- (c) Store all said information received pursuant to this agreement in a secure location where only authorized individuals can access;
  - (d) So far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;
  - (e) Immediately notify FDLE in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
  - (f) Prior to receiving the requested criminal justice information, have all Applicant employees or contractors who will reasonably be expected to have access to the requested CCH data complete level one CJIS On-line Security Awareness Training. FDLE CJIS will set the Applicant up with an account so required personnel with the Applicant can complete the training.
3. The Applicant will not:
- (a) Disclose any of the said information in a form which is identifiable to an individual record subject to anyone outside of Applicant's work group or use such information for a purpose other than the research project for which access is granted under this Agreement.
  - (b) Make copies of any of the said information, except as reasonably necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes;
  - (c) Utilize any of the said information for purposes or objectives in a manner subject to the requirement for notice set forth in (2)(e) until specific written authorization therefore is received from FDLE.
4. In the event an Applicant deems it necessary for the purposes of research to disclose said information to any subcontractor, the Applicant shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if the subcontractor were the Applicant named herein.
5. The Applicant further agrees that:
- (a) FDLE shall have the right, at any time, to monitor, audit and review the activities and policies of the Applicant or its subcontractor in implementing this agreement in order to assure compliance therewith; and,

(b) Upon completion, termination, or suspension of the research project, the Applicant will certify to FDLE in writing that all said information, and any copies thereof made by the Applicant in any form, have been destroyed, obliterated or otherwise satisfactorily disposed of. If the research project is grant funded, Section 5(b) will apply no later than 2 years after the grant expiration date, unless the Applicant submits a written request for an extension and FDLE grants the extension.

6. In the event the applicant fails to comply with any of the terms of this Agreement, FDLE shall have the right to take such action as it deems appropriate, including termination of this agreement. If FDLE so terminates this agreement, the Applicant and any subcontractors shall forthwith return all the said information and all copies made thereof to FDLE or make such alternative disposition thereof as is directed by FDLE. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law and all legal remedies available to parties injured by unauthorized disclosures
7. The Applicant will, to the extent of its waiver of sovereign immunity under 768.28, Florida Statutes, be responsible for the actual damages arising out of this Agreement that are attributable to the negligent acts or omissions of Applicant, its officers, agents and employees acting within the scope of their employment with Applicant. This statement shall not be construed or interpreted as consent by Applicant to be sued other than as provided by Florida law.

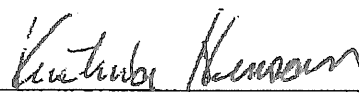
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned officials authorized to do so, effective upon the last date specified below.

The below to be completed by FDLE:

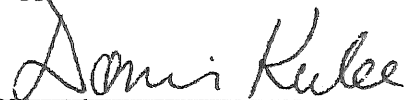
  
Charles Schaeffer, Director, Criminal Justice  
Information Services, FDLE  
Date 10/5/16

The below to be completed by the Applicant:

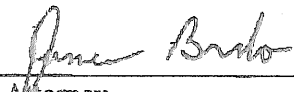
Palm Beach County Criminal Justice  
Commission

  
Kristina Henson, Executive Director, Palm  
Beach County Criminal Justice Commission  
Date 8-23-16

Approved as to Terms and Conditions

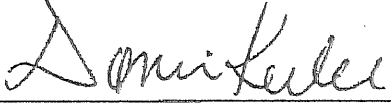
  
Damir Kukec, Research and Planning  
Manager, Palm Beach County Criminal  
Justice Commission  
Date 22-AUG-2016

Approved as to Form and Legal Sufficiency

  
County Attorney  
Date 8/22/16


Attachment # 1 Compliance Agreement of employee, consultant, or subcontractor.  
Page 10 of 10 We, employees of, consultant to, (and)(or) subcontractor of the Applicant,  
acknowledge familiarity with the terms and conditions of the foregoing agreement  
between FDLE and the Applicant, and agree to comply with the terms and  
conditions thereof in our use and protection of the criminal justice  
information/statistical records or reports in which individuals are not identified as  
obtained pursuant to the foregoing agreement.

Damir Kukec, Research and Planning Manager,  
Palm Beach County Criminal Justice  
Commission

  
(Employee Signature)

Date 22-AUG-2016

Katherine Hatos, Senior Criminal Justice  
Analyst, Palm Beach County Criminal  
Justice Commission

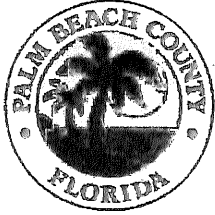
  
(Employee Signature)

Date 8/22/16

Jacquelyn Esposito, Criminal Justice  
Analyst, Palm Beach County Criminal  
Justice Commission

  
(Employee Signature)

Date 8/23/16



**Criminal Justice Commission**  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705  
(561) 355-4943  
FAX: (561) 355-4941  
[www.pbcgov.com/criminaljustice](http://www.pbcgov.com/criminaljustice)

**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**  
Verdenia C. Baker

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Affirmative Action Employer"



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and recycled paper

**RECEIVED**

AUG 26 2016

Director's Office  
Division of Criminal Justice  
Information Services

August 22, 2016

Director Charles Schaeffer  
Florida Department of Law Enforcement  
Division of Criminal Justice Information Services  
Director's Office  
Post Office Box 1489  
Tallahassee, FL 32302-1489

Dear Director Schaeffer:

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Sincerely,



Kristina Henson, Executive Director  
Palm Beach County Criminal Justice Commission

c.c.: Damir Kukec, Research and Planning Manager

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AGENCY	ARRESTING AGENCY (ORI PLUS AGENCY NAME)
ARR-CHG-DEG	ARREST CHARGE DEGREE

## JUDICIAL VARIABLES

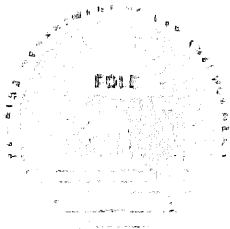
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JUD-MIN-LEN-YEARS	MINIMUM CONFINEMENT LENGTH YEARS



FILE FORMAT

Name	Format	Width	Decimals
RFUID	Number	10	0
Last Name	Text	25	0
First Name	Text	25	0
DOB - Date of Birth	Date dd/mm/yy	10	0
SEX	Text	10	0
RACE	Text	10	0



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this agreement. Immediately notify FDLE in the event that any of the requested information is accessed by a non-authorized individual.

- (c) Store all said information received pursuant to this agreement in a secure location where only authorized individuals can access;
- (d) So far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;
- (e) Immediately notify FDLE in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
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Attachment # 2  
Page 9 of 10

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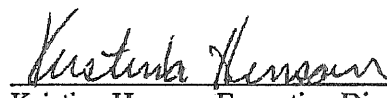
The below to be completed by FDLE:

  
Charles Schaeffer, Director, Criminal Justice  
Information Services, FDLE

Date 10/5/16

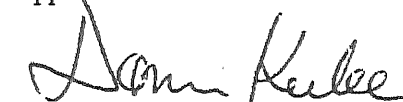
The below to be completed by the Applicant:

Palm Beach County Criminal Justice  
Commission

  
Kristina Henson, Executive Director, Palm  
Beach County Criminal Justice Commission

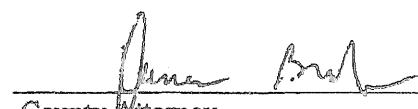
Date 8-22-16

Approved as to Terms and Conditions

  
Damir Kukec, Research and Planning  
Manager, Palm Beach County Criminal  
Justice Commission

Date 22-AUG-2016

Approved as to Form and Legal Sufficiency

  
County Attorney

Date 8/22/16

Compliance Agreement of employee, consultant, or subcontractor.


We, employees of, consultant to, (and)(or) subcontractor of the Applicant, acknowledge familiarity with the terms and conditions of the foregoing agreement between FDLE and the Applicant, and agree to comply with the terms and conditions thereof in our use and protection of the criminal justice information/statistical records or reports in which individuals are not identified as obtained pursuant to the foregoing agreement.

Damir Kukec, Research and Planning Manager,  
Palm Beach County Criminal Justice  
Commission

  
(Employee Signature)

Date 22-AUG-2016

Katherine Hatos, Senior Criminal Justice  
Analyst, Palm Beach County Criminal  
Justice Commission

  
(Employee Signature)

Date 8/22/16

Jacquelyn Esposito, Criminal Justice  
Analyst, Palm Beach County Criminal  
Justice Commission

  
(Employee Signature)

Date 8/23/16



Attachment # 3  
Page 1 of 1

**CRIMINAL JUSTICE COMMISSION  
INTEROFFICE MEMORANDUM**

**TO:** Verdenia Baker  
County Administrator

**THRU:** Jon Van Arnam   
Deputy County Administrator

**FROM:** Kristina Henson, Executive Director   
Criminal Justice Commission

**DATE:** June 27, 2016

**RE:** Signature Authority for Data Sharing Agreements

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On August 14, 2012 the Board of County Commissioners authorized the County Administrator or their designee to sign data sharing agreements between the County and other agencies/organizations.

The purpose of this memorandum is to request that you designate me as your designee for signing data sharing agreements between the County's Criminal Justice Commission and other agencies/organizations.

If you agree, please sign below and return to me. Thank you for your consideration.

SIGNATURE AUTHORITY IS HEREBY GIVEN TO Kristina Henson, Executive Director of the Criminal Justice Commission, to sign data sharing agreements between the County's Criminal Justice Commission and other agencies/organizations upon review of legal sufficiency by the County Attorney's Office. Said agreements shall be presented as "receive and file" items at the next available Board of County Commissioners meeting.



Verdenia Baker, County Administrator