



**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	30,000				
External Revenues	(30,000)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

# ADDITIONAL FTE POSITIONS (Cumulative)      0                      0                      0                      0                      0

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

Budget Account Exp No: Fund 1507 Department 762 Unit 7706 Object 3101  
 Rev No: Fund 1507 Department 762 Unit 7706 RevSc 6694

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

Fund: Criminal Justice Grant Fund  
 Unit: MacArthur Foundation Safety and Justice Challenge  
 Grant: John D and Catherine T MacArthur Foundation's Safety and Justice Challenge Grant

Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

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

\_\_\_\_\_ *[Signature]*  
 OFMB <sup>1/27/16</sup> <sub>12/21/17</sub>

\_\_\_\_\_ *[Signature]*  
 Contract Administration  
 12/1/16 *[Signature]*

**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.

## INTERLOCAL AGREEMENT

This Interlocal Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the FLORIDA STATE UNIVERSITY (College of Criminology and Criminal Justice), for and on behalf of its Board of Trustees, (hereinafter "FSU"), whose FEIN ID is 59-1961248 and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments 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 that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

**WHEREAS**, FSU'S responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part herof.

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

#### **Section 1. Purpose**

The purpose of this Agreement is collect and share professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in

Exhibit "A", attached hereto and made a part hereof.

**Section 2. Definitions**

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Party or Parties" means FSU and County.

**Section 3. Representative/Monitoring Position**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Kristina Henson, whose telephone number is (561) 355-4943.

FSU's representative/contract monitor during the term of this Agreement shall be Dr. Catherine Stresing, whose telephone number is (850) 644-8652.

**Section 4. Effective Date/Term**

This Agreement shall take effect upon execution by the Parties. FSU shall complete all services by October 31, 2017, unless otherwise terminated as provided herein.

**Section 5. Services Rendered**

FSU's responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

**Section 6. Responsibilities and Duties**

The Parties agree to comply with the responsibilities and duties provided in Exhibits "A"

and "B", attached hereto and made a part hereof:

**Section 7. Payments/Invoicing and Reimbursement**

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total Agreement amount of Thirty Thousand Dollars (\$30,000.00). FSU will bill the COUNTY as provided and at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work.
- B. Invoices received from FSU pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. **Final Invoice:** In order for both parties herein to close their books and records, FSU will clearly state "final invoice" on FSU'S final/last billing to the COUNTY. This shall constitute FSU'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by FSU.

**Section 8. Truth-In-Negotiation Certificate**

Signature of this Agreement by FSUs shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the FSU'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside FSUs. The

COUNTY shall exercise its rights under this section within three (3) years following final payment

**Section 9. Access and Audits**

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

Palm Beach County has established the Office of 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 Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FSU, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10. Personnel**

FSU represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To the best of FSU'S knowledge and ability, such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by FSU or under its

supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in FSU'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

FSU agrees that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of FSU'S personnel (and all Sub-Contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **Section 11. Federal and State Tax**

The COUNTY and FSU are exempt from payment of Florida State Sales and Use Taxes.

FSU shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **Section 12. 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 13. Termination**

This Agreement may be terminated by FSU upon thirty (30) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of FSU. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, upon thirty (30) days' prior written

notice to FSU. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and may be terminated by the COUNTY if funds are unavailable. Unless FSU is in breach of this Agreement, FSU shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, FSU shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**Section 14. Enforcement Costs**

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, provided, however, that this clause pertains only to the Parties to this Agreement.

**Section 15. Annual Appropriation**

Each Party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**Section 16. Notice**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County  
c/o Kristina Henson  
Criminal Justice Commission



301 N. Olive Avenue, Suite 1001  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to FSU, notices shall be addressed to:

Catherine Stresing  
Florida State University  
Sponsored Research Administration  
874 Traditions Way, 3<sup>rd</sup> Floor  
Tallahassee, FL 32036-4166

With a copy to:

Dr. George Pesta  
Florida State University  
College of Criminology  
112 South Copeland Street  
Tallahassee, FL 32306-1273

**Section 17. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state or county officers.

**Section 18. Filing**

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

**Section 19. 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 20. Indemnification**

Subject to the limitations set forth in Section 768.28, Florida Statutes, FSU shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of FSU.

**Section 21. Insurance**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, FSU acknowledges and represents that FSU is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

FSU agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

When requested, FSU shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

Compliance with the foregoing requirements shall not relieve FSU of its liability and obligations under this Agreement.

FSU agrees its self-insurance, general liability and automobile liability insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY.

FSU expressly understands and agrees that any insurance protection furnished by FSU shall in no way limit its responsibility to indemnify and save harmless COUNTY under the provisions of Section 20 of this Agreement.

**Section 22. Successors and Assigns**

The COUNTY and FSU each binds itself and its partners, successors, and assigns to the other Party and to the partners, successors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. Neither the COUNTY nor FSU shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**Section 23. Remedies**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or FSU.

**Section 24. Conflict of Interest**

To the best of its knowledge, FSU represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. FSU further represents that no person having any such conflict of interest shall be employed for said performance of services.

FSU shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence FSU'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FSU may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by FSU. The COUNTY agrees to notify FSU of its opinion by certified mail within thirty (30) days of receipt of notification by FSU. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by FSU, the COUNTY shall so state in the notification and FSU shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by FSU under the terms of this Agreement

**Section 25. Modifications of Work**

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto by mutual consent. Upon receipt by FSU of the COUNTY'S written notification of a contemplated change, FSU shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect FSU'S ability to meet the completion dates or schedules of this

Agreement.

If the COUNTY so instructs in writing, FSU shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment of this Agreement and FSU shall not commence work on any such change until such written amendment is signed by FSU and approved and executed on behalf of the COUNTY.

**Section 26. Entirety of Agreement**

The COUNTY and FSU agree that this Agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 25- Modifications of Work.

**Section 27. Independent Contractor Relationship**

FSU is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the FSU'S sole direction, supervision, and control. FSU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FSU'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

FSU does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**Section 28. Excusable Delays**

FSU shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of FSU or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon FSU'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FSU'S failure to perform was without it or its sub-contractor's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time

**Section 29. Discrimination**

FSU represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

FSU has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if FSU does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FSU will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**Section 30 – Regulations; Licensing Requirements**

FSU shall comply with all laws, ordinances and regulations applicable to the services

contemplated herein, to include those applicable to conflict of interest and collusion. FSU 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 31. Scrutinized Companies (when Agreement value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, FSU certifies that it, its affiliates, suppliers, sub-contractors and FSUs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by FSU, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

**Section 32. Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if FSU: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., FSU shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time FSU is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. FSU further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if FSU does not transfer the records to the public agency.
- D. Upon completion of the Agreement FSU shall transfer, at no cost to the COUNTY, all public records in possession of FSU unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If FSU transfers all public records to the COUNTY upon completion of the Agreement, FSU shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If FSU keeps and maintains public records upon completion of the Agreement, FSU shall meet all applicable requirements for retaining public records. All records stored electronically by FSU must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY. Failure of FSU to comply with the requirements of this section shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FSU acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. If FSU has questions regarding the application of chapter 119, Florida Statutes, to FSU's duty to provide public records relating to this agreement, please contact the Custodian of Public Records at Records Request, Palm Beach County Public Affairs Department, 301 N. Olive Avenue, West Palm Beach, FL 33401, by e-mail at [recordsrequest@pbcgov.org](mailto:recordsrequest@pbcgov.org) or by telephone at



561-355-6680.

**Section 33. Captions**

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

**Section 34. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTRROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Mayor

WITNESS:

FSU:

\_\_\_\_\_  
Signature

FLORIDA STATE UNIVERSITY  
Company Name

\_\_\_\_\_  
Name (type or print)

*Russell D. Lentz for*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name Gary K. Ostrander  
Vice President For Research

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

11-2-2016

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By *Kurtuba Henson*  
\_\_\_\_\_  
Department Director

## SCOPE OF WORK

### PURPOSE OF THE PROJECT

Florida State University (FSU) will provide consultative and advisory services regarding research and evaluation activities conducted by the Palm Beach County's Criminal Justice Commission (CJC) in support of the development and implementation of the MacArthur Foundation's Safety and Justice Challenge. All work will be completed under the direction and in consultation with the Research and Planning Manager, Criminal Justice Commission and Data Capacity Coordinator in support of Palm Beach County's MacArthur Foundation Policy Team. The professional services will be provided as a single-year contract.

### TIMEFRAME

Contract execution to October 31, 2017

### BACKGROUND

The MacArthur Foundation Safety and Justice Challenge planning grant was awarded to CJC in May 2015. Palm Beach County was one of twenty sites selected from across the country to participate in the planning phase of the Challenge with an award \$150,000.

This work is vital to the CJC given the Safety and Justice Challenge focus on data driven policymaking and the significant role research played in the development of Palm Beach County's implementation plan submitted to the MacArthur Foundation in January 2016. This plan included a number of strategies to "reduce jail use – meaningfully and significantly – without compromising public safety."<sup>1</sup> Regrettably, the application was not selected for implementation funding as a core site; however, we were awarded continued funding (\$150,000) as a partner site to refine and further develop our implementation strategies. The second round of funding has been in place since October 2016 and is expected to end April 30, 2017.

The plan submitted to the MacArthur Foundation included the following five main strategies and two supportive strategies aimed at reducing the jail population by almost 20% while "addressing racial disparity and improving public safety."<sup>2</sup>

1. Implementation of a Frequent Users Systems Engagement (FUSE) project to provide front-loaded intensive services for high-need repetitively confined individuals.

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<sup>1</sup> Letter to Executive Director, Criminal Justice Commission from Dr. Laurie Garduque, Program Director, Justice Reform, MacArthur Foundation (September 3, 2015).

<sup>2</sup> Palm Beach County, MacArthur Foundation Safety and Justice Challenge Phase II Proposal (as submitted January 6, 2016).

2. Implementation of a pretrial risk assessment and enhanced court process to 1) increase the pretrial release rate, and 2) expedite release for eligible defendants. Funds will be used for training and for additional staff.
3. Implementation of alternative sanctions for technical violations of misdemeanor probation.
4. Implementation of Operation Fresh Start to dismiss outstanding open warrants for nonviolent misdemeanor offenders that have remained crime free.
5. Implementation of a special docket for many defendants charged with driving with suspended (DUS) license to restore their licenses and divert these individuals from prosecution. These cases account for over 35% of the local court docket and thousands of jail days annually.

The two supportive strategies are:

1. Implementation of Study Circles, a project designed to facilitate discussions to improve relations between law enforcement and communities of color.
2. Implementation of an improved data collection process to accurately measure the impact of strategies on the jail population and racial disparity.

### **RESEARCH PROJECTS**

The following research projects will be completed in partnership between the CJC and the FSU. All projects will be completed jointly with the final reports published by the CJC with appropriate authorship attribution as approved by both the CJC and FSU. In the event authorship is not agreed upon, FSU would be attributed as serving an advisory capacity to the project. It is important to note that the projects below represent the current priorities of the CJC and that work will be guided by the policy environment and are subject to change. As research partners, this work will be conducted in support of the overall research program carried out by CJC staff and the MacArthur Foundation Safety and Justice Challenge Team. The following timeframes are general in nature and will be completed during the fiscal year in support of MacArthur Foundation's application deadlines – which at this time remain unknown.

The CJC will serve as the “Lead” research entity for all project activities but for project 5 listed below. For all the projects, the CJC will be responsible for the data collection, maintenance, and analysis and FSU will provide guidance on the research design, methods, analytical techniques, and interpretation of findings for each project activity. For projects 1 through 4 the CJC will be responsible for the methodology and interpretation of results and FSU will serve in an advisory role as the “Secondary” research entity. In project 5, FSU will have the lead role with regard to the methodology and interpretation of the results.

### **RESEARCH PROJECTS:**

1. Review of Jail Population and Trend - bookings, releases, demographics, charge, F/M, criminal history, breakdown of pretrial detainees by reason remaining in custody, i.e., bond, warrant or hold, etc.
2. 2010-2015 Success/Failure Rates of Pretrial Release by Type of Release and By Demographics.

3. First Appearance Hearing Decisions 2014-2016 – released or detained, type of release, demographics, charges, history, etc.
4. Three Month Pilot of Virginia RAI – evaluation focused upon racial disparity, judicial variance, and adjustments to matrix.
5. Racial Disparity Review of Palm Beach County’s Pre-Trial Jail Decisions – Review racial disparity regarding bonding out of the jail prior to first appearance and first appearance decisions.

**BUDGET AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by Florida State University (FSU) as defined in Exhibit "A" consists of specific research projects. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

**BUDGET**

A total of \$30,000 shall be allocated from the MacArthur Foundation Grant for this project. This is a fixed price agreement.

**TERM:** Contract execution through October 31, 2017

**SCHEDULE OF PAYMENTS**

Payments to FSU will be made upon completion and written acceptance by the County's Representative of each of the five (5) Research Projects listed above at the payment rate listed below:

Project 1 will pay \$5,000  
Project 2 will pay \$5,000  
Project 3 will pay \$5,000  
Project 4 will pay \$5,000  
Project 5 will pay \$10,000

Projects 1 and 2 shall be due by March 1, 2017

Projects 3 and 4 shall be due by May 1, 2017

Project 5 shall be due by due by September 1, 2017

These due dates shall be adjusted upon mutual written consent by both parties.

FSU will send an invoice to the County's Representative upon completion and written acceptance by the County's Representative. Such written acceptance by the County's Representative shall be within two weeks of receipt of each project.

**From:** [The MacArthur Foundation - Online Portal](#)  
**To:** [Kristina Henson M.](#)  
**Cc:** [fluxx@macfound.org](mailto:fluxx@macfound.org)  
**Subject:** No-Cost Extension Approved  
**Date:** Wednesday, September 21, 2016 5:17:20 PM

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Attachment # 2  
Page 1 of 1

Dear Kristina Henson,

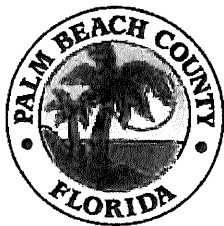
This is to notify you that the no-cost extension for grant G-1601-150543 has been approved. Your revised grant term end date is now November 30, 2017 and is noted on your grant. We recommend that you review updated report deadlines, which can be found under "Reports to Submit" in the grants portal.

If you have any questions, please contact your Program Administrator at [scasey@macfound.org](mailto:scasey@macfound.org).

Sincerely,

John D. & Catherine T. MacArthur Foundation  
140 S. Dearborn Street  
Chicago, IL 60603-5285

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[fluxx: request\_amendment/105762]



**County Administration**  
P.O. Box 1989  
West Palm Beach, FL 33402-1989  
(561) 355-2030  
FAX: (561) 355-3982  
www.pbcgov.com

May 5, 2016

John D. and Catherine T. MacArthur Foundation  
Office of Grants Management  
140 S. Dearborn Street, Chicago, IL 60603

Re: MacArthur Foundation's Safety and Justice Challenge  
Grant No. 16-1601-150543-CJ

To Whom It May Concern:

I am writing to extend signature authority to Mrs. Kristina Henson, Executive Director of the Palm Beach County Criminal Justice Commission, to execute all documents for the MacArthur Foundations' Safety and Justice Challenge grant. This authorization includes submitting grant applications, grant adjustments and reports electronically. This also includes the authority to execute all necessary forms and documents related to this grant project.

If you have any questions, please feel free to call Mrs. Henson at (561) 355-4943.

Thank you for your cooperation and attention to this matter.

Sincerely,

  
Verdenia C. Baker  
County Administrator

cc: Kristina Henson, Executive Director, CJC

**County Administration**

P.O. Box 1989

West Palm Beach, FL 33402-1989

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**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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