Agenda Item #: 3Q-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

	71021	ND/X II EIN	OOMMAKI			·
Meeting Date: July	======== 111, 2017	[X] []	Consent Ordinance	=== [[]	======== Regular Public Hearing
Department: Submitted For:	CRIMINAL JUS CRIMINAL JUS					
	<u>l. l</u>	EXECUTIV	/E BRIEF		-	
the John D. and Cat 16019150543-CJ: A to September 30, 20 Appearance Hearing September 30, 2017 System Engagemen	herine T. MacAl) a no-cost cont)17 to provide m gs; B) a no-cos ' to provide more it (FUSE) Projec	rthur Safet tract extent fore time to t contract e time to c ct; and C)	by and Justice sion amendmo implement a extension an omplete an ima Data Use A	Cha ent risk nend nplea gree	alle with as dme mer eme	sthe following documenge (SJC) Grant number the Pretrial Justice Inserts with The Lord's Potation for the Frequencent with the City Universiminal justice system
MacArthur Foundati The grant continued national sites in ord reduce the reliance of by the Board of Co Pretrial Justice Insti- and no-cost extensi Director of the Crimi and 0811. The Data Local Governance, Director of the Crimi	on's Safety and I Palm Beach Corner to continue to proper the property Commission and The Local Justice Common Use Agreement was executed on al Justice Common Justice Comm	Justice County's pathe criminal oriete individual oners on ord's Place on April 11 mission, It with the Con March 2 mission, It	challenge (SJO articipation in al justice syst iduals. The gra May 3, 2016 were approved, 2017 on be Cristina Henso Cristina Henso Cristina Henso	the em ant a (R2 ed I half on, in the last on,	France Market Ma	John D. and Cather It Program on April 1, acArthur SJC Network orm work started in 2 and agreement was appended to Board on June 21 the Board by the Executed the Board by the Board by the Executed the Board by the Executed the Board by the
chosen by the MacAreform after a highlight jurisdictions in 45 states (CJC) led the effort to process and divertional misdemeanor technolicenses. In 2016 the Challenge Network	orthur Foundation y competitive so tes. During this to develop a refo ing from jail to ical probation vo e County receive of 20 sites to county PPM CW-	on for initial grand initial grand initial grand in pland for the second in the second	al grants and of process that of the period in 201 cused on reformental illustrated in the period of the period in	expedrewords, the second secon	ert of appropriate to the strate of the stra	ty was one of 20 jurisd counsel to develop place oplications from nearly riminal Justice Commerce First Appearance Hinor outstanding was with driving with suspection on the continue participation tegies identified in 20 adjustments and signagenda item.
Attachments: 1) Contract Amendr 2) Contract Amendr 3) Signature Delega 4) Signature Delega 5) Data Use Agreen 6) Signature Delega	nents with The I tion Authority fo tion Authority fo nent with the Cit	ord's Place or contract or contract y Universi	ce with Pretrial J with The Lord ty of New Yor	l's P k	lac	Institute e
Recommended by:	List	wol X	Luxen			4-19-17
Ammuored bre	Departin	C.	. U I			Date 6-29-17
Approved by:	Deputy/C	ounty Ad	ministrator			Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fis	cal impact				
Fiscal Years	<u>2017</u>	<u>2018</u>	<u> 2019</u>	2020	<u>2021</u>
Capital Expenditures					
Operating Costs			I. I.		
External Revenues					
Program Income (County)					
In-Kind Match (County)			-		
Net Fiscal Impact	*				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0		0	0
ls Item Included in Current E	Budget? Yes	s _ No	-		
Budget Account Exp No: Fu Rev No: Fu	nd Depai	rtment U	nit Obj	ject vSc	
B. Recommended Sources of Fund:	of Funds/Sum	mary of Fiscal	Impact:		
Unit:					
Grant: ★ No Fiscal Impact.		1.	1		
* No Fiscal Impact.	I N	Laa c			
Departmental Fiscal Review:		100	3/17		
Departmental Fiscal Review.				-	
	III. <u>REVIE</u>	W COMMENT	<u>S</u>		
A. OFMB Fiscal and/or Cont	ract Dev. and	Control Com	nents:		
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187 6/14	(JAM 6/20	\rightarrow		1	0//
OFMB OFMB		Cont	tract Admini	stration	,
B. Legal Sufficiency:			Le /28/20	17 (T)	
400 fl					
Assistant County Attor	mey			·	
C. Other Department Review					
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		(C)			
Department Director					
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This summary is not to be used as a basis for payment.

FIRST AMENDMENT To Contract for Consulting/Professional Services

THIS FIRST AMENDMENT to Contract between Palm Beach County and Pretrial Justice Institute for Consulting/Professional Services ("First Amendment") is made as of this __11__ day of __April____ 2017 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "County" and the Pretrial Justice Institute a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Consultant", whose Federal I.D. is 52-1078400.

WITNESSETH:

WHEREAS, on June 21, 2016 the County, through its Criminal Justice Commission and the Consultant entered into a Contract for Consulting/Professional Services (R2016-0810) (the "Contract") for a total Contract price not to exceed \$40,000.00; and

WHEREAS, the Consultant's responsibilities under the Contract are to provide consulting/professional services in the areas of pretrial risk assessment and pretrial services as referenced in Article 1 (Services) of the Contract and more fully outlined in the "Scope of Work" attached as Exhibit "A" to the Contract; and

WHEREAS, the Contract expires on April 30, 2017 and the parties have agreed to extend the term of the Contract through September 30, 2017.

NOW THEREFORE, the above named parties hereby mutually agree to amend the Contract and enter into this First Amendment as follows:

- I. Article 2 (Schedule) of the Contract is amended by extending the expiration date from April 30, 2017 through September 30, 2017. All other references in the Contract to April 30, 2017 are hereby replaced with September 30, 2017.
- II. The Consultant's schedule of work and the corresponding payment schedule is extended accordingly. Uncompleted work and bill dates shall be modified as follows: Phase 4: May 31, 2017; Phase 5: July 31, 2017; Phase 6: September 30, 2017. Said dates may be accelerated by mutual agreement of the parties. There is no adjustment to the Contract price.
- III. All other provisions of the Contract not in conflict with this First Amendment remain in effect, are ratified, and are to be performed at the same level as specified in the Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

PRETRIAL JUSTICE INSTITUTE

Rachel Sottile Logvin, Vice President

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BY KRISTINA HENSON, DIRECTOR
CRIMINAL JUSTICE COMMISSION

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Kristina Henson, Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Appt County Attack

APPROVED AS TO TERMS AND CONDITIONS

Department Director

FIRST AMENDMENT to Contract for Consulting/Professional Services

THIS FIRST AMENDMENT. ("First Amendment") is made as of this \(\frac{1}{2} \) day of April, 2017 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and The Lord's Place, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "FISCAL AGENT", whose Federal I.D. is 59-2240502.

WITNESSETH:

WHEREAS, on June 1, 2016 the COUNTY, through its Criminal Justice Commission and the FISCAL AGENT entered into a Contract for Consulting/Professional Services (R-2016-0811) (the "Contract") for a total Contract price not to exceed \$25,000.00; and

WHEREAS, the FISCAL AGENT's responsibilities under the Contract are to provide consulting/professional services in the area of technical assistance in support of the development and implementation of a FUSE (Frequent Users Systems Engagement) initiative in Palm Beach County by entering into a contract with The Corporation for Supportive Housing, Inc., a not for profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 13-3600232, as referenced in Article 1 (Services) of the Contract and more fully outlined in the "Scope of Work" attached as Exhibit "A" to the Contract; and

WHEREAS, the Contract expires on April 30, 2017 and the parties have agreed to extend the term of the Contract through September 30, 2017.

NOW THEREFORE, the above named parties hereby mutually agree to amend the Contract and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- II. Article 2 (Schedule) of the Contract is amended by extending the expiration date from April 30, 2017 through September 30, 2017. All other references in the Contract to April 30, 2017 are hereby replaced with September 30, 2017.
- III. The FISCAL AGENT's schedule of work and the corresponding payment schedule is extended accordingly. Uncompleted work and bill dates shall be modified so that all bills shall be submitted prior to September 30, 2017. There is no adjustment to the Contract price.
- IV. All other provisions of the Contract not in conflict with this First Amendment remain in effect, are ratified, and are to be performed at the same level as specified in the Contract.

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

THE LORD'S PLACE, INC.

By: Tun

Diana Samily, CDO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Asst. County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

BY KRISTINA HENSON, DIRECTOR CRIMINAL JUSTICE COMMISSION

Kristina Henson, Director

APPROVED AS TO TERMS AND CONDITIONS

By: <u>Manual Rum</u> Department Director



CRIMINAL JUSTICE COMMISSION INTEROFFICE MEMORANDUM

TO:

Verdenia Baker

County Administrator

THRU: Jon Van Arnam Deputy County Administrator

FROM: Kristina Henson, Executive Director Lustula Kenson

Criminal Justice Commission

DATE: June 27, 2016

RE:

Signature Authority for Contract with Pretrial Justice Institute

On June 21, 2016 the Board of County Commissioners authorized the County Administrator or her designee to execute amendments and documents related to the contract between the County and the Pretrial Justice Institute (PJI) on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

The purpose of this memorandum is to request that you designate me as your designee for these purposes as stated above.

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 execute amendments and documents related to this contract on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Verdenia Baker, County Administrator



CRIMINAL JUSTICE COMMISSION INTEROFFICE MEMORANDUM

TO:

Verdenia Baker

County Administrator

THRU: Jon Van Arnam

Deputy County Administrator

FROM: Kristina Henson, Executive Director Wattha Henson

DATE: June 27, 2016

RE:

Signature Authority for Contract with The Lord's Place

On June 21, 2016 the Board of County Commissioners authorized the County Administrator or her designee to execute amendments and documents related to the contract between the County and The Lord's Place (TLP) on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

The purpose of this memorandum is to request that you designate me as your designee for these purposes as stated above.

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 execute amendments and documents related to this contract on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Verdenia Baker, County Administrator



Research Foundation The City University of New York 230 W 41st Street New York, NY 10036 212 417-8300 www.rfcuny.org

March 22, 2017

Criminal Justice Commission Damir Kukec 301 North Olive Ave. Suite 1001 West Palm Beach, FL 33401

RE:

RF Log# 20917

Palm Beach County and Research Foundation - Data Use Agreement

Dear Damir Kukec,

I am writing on behalf of Matthew Drost, Deputy Chief Counsel. Enclosed please find a fully-executed original copy of the above referenced agreement, signed by the Chief Counsel of the Research Foundation of The City University of New York, Jeffrey I. Slonim, on behalf of The City University Of New York Institute for State and Local Governance (ISLG).

If you require any further assistance or if you have any questions, please do not hesitate to contact Mr. Drost at (212) 417-8365 or via e-mail at Matthew_Drost@rfcuny.org.

Very truly yours,

Karen Hung

Administrative Assistant

Enclosures

DATA USE AGREEMENT

Palm Beach County, Florida A political subdivision of the State of Florida

AND

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK ON BEHALF OF THE CITY UNIVERSITY OF NEW YORK INSTITUTE FOR STATE AND LOCAL GOVERNANCE

REGARDING DATA USE AND CONFIDENTIALITY

FOR

The John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge, Phase II

This Data Use Agreement (the "Agreement") is entered into by and between Palm Beach County, a political subdivision of the State of Florida, ("County/Site"), and Research Foundation of The City University of New York on behalf of The City University Of New York Institute for State and Local Governance ("ISLG").

- I. Background. The John D. and Catherine T. MacArthur Foundation ("Foundation") is sponsoring the "Safety and Justice Challenge" (the "SJC"), whose goal is to safely reduce the use of local incarceration by reducing the flow of individuals into jail, shortening lengths of stay in jail, and diminishing racial and ethnic disparities in jail populations without compromising public safety. The County participated in the first stage of the SJC in which it developed a plan to further the goals of the SJC. During the SJC's second phase, the Foundation will provide continued funding to the County, which will provide limited, aggregate data to ISLG in order to enable the Foundation to evaluate and understand the success of the SJC.
- II. Term of Agreement. This Agreement shall be effective upon execution by all parties, and will continue until December 31, 2018 ("Scheduled Termination Date"), unless it is extended or terminated earlier than the Scheduled Termination Date (see Section VI).

III. Data Transfer to ISLG

- A. The County will provide the Data related to approximately thirty (30) SJC indicators, as delineated in Exhibit A, the "Indicators List," which is attached to and made part of this Agreement. Data will be reported in aggregate form and will not contain any personally-identifiable, confidential or case-level information.
- B. The County will provide three (3) years of indicator Data (2015-2017) to ISLG. Data will be reported annually, on the following schedule: Fall 2016 (for 2015 indicators), Spring 2017 (for 2016 indicators), and Spring 2018 (for 2017 indicators). The County will be available as needed to answer ISLG's questions regarding the Data.

C. Exhibit A may be amended by the mutual written consent of the County and ISLG. All changes to Exhibit A must be confirmed by both parties in writing. For this purpose, email correspondence between the Data Liaisons identified in Section VII is sufficient.

ISLG acknowledges that County cannot guarantee or warranty the completeness or accuracy of the Data and that only Data available to County in the case management system will be provided. County represents that the case management system is the official repository of court system Data for Palm Beach County and as such, the accuracy and completeness of the content is relied upon by the judiciary and justice partners.

IV. ISLG's Use and Disclosure of Data

- A. ISLG, including its employees, agents and subcontractors, will not use the Data for any purpose other than that of carrying out its work in the SJC. ISLG will limit access to the Data to those authorized employees, agents and contractors who require it in the official performance of their job duties.
- B. ISLG may disclose the Data to RTI International ("RTI"), the Site Coordinators, which are the Vera Institute of Justice, the Center for Court Innovation, Justice System Partners, and the Justice Management Institute, the JFA Institute ("JFA"), the W. Haywood Burns Institute, and the "SJC Partners" (defined herein), for the purposes of evaluation, jail population projections, data-driven technical assistance, and other research to further understand the outcomes of the SJC. "SJC Partners" are organizations, including those specified in this paragraph, which may be funded by the Foundation to conduct further research and analysis, or provide other services or expertise related to the SJC.

V. Research Products and Communication Materials

- A. Data submitted to the SJC in Phases I and II may be used in Research Products and Communications materials. "Research Products" are any written publications, or any presentations and the materials that accompany them, that are generally accessible to the public, and which present the results of systematic inquiry or analysis of the SJC-generated information. Examples of possible SJC Research Products are an evaluation, jail population projections and conclusions drawn from performance measurement. "Communication Materials" are materials in written or oral form, produced for the public, that convey general news and information about the SJC, but which are not the product of systematic investigation.
- B. County may be identified by name and discussed in Research Products and Communications Materials.
- C. The County will have an opportunity, within a reasonable time period specified by the creator of each written Research Product, to review the Research Product before publication, for the purpose of (a) identifying factual errors or inaccuracies and providing information or corrections regarding it and (b) suggesting additional contextual information that might aid in the interpretation of findings. At its discretion, the entity that created the Research

Product may amend the Research Product based on the County's comments if that entity deems the comments to be relevant and appropriate. Should the entity that created the Research Project decide not to amend, or if the County determines that the entity's amendment is insufficient, the procedure outlined in Section V(D), below, shall apply.

D. In the event that the County identifies research or analysis findings that it believes to be inaccurate, and the entity that created the Research Product decides not to amend it, upon request of the County, ISLG will work with the entity creating the Research Product and the Lead Agency to explore how the findings were developed, and to correct the findings, as needed, before publication. In the event that the entity creating the Research Product chooses not to make an amendment based on the County's comments, the County shall be permitted to draft an addendum that must be included in the Research Product, except in the case of the SJC evaluation report completed by RTI.

VI. Extension and Early Termination of Agreement

In the event that the Foundation decides to extend the term of the Grant and the corresponding collection of Data provided by this Agreement, ISLG will notify the County of the extension no less than sixty (60) days before the Scheduled Termination Date. ISLG will then propose a brief letter agreement extending the term and allowing for additional Data reports during the new term. All signatories to this Agreement agree that they will respond promptly to such a request for extension, and will not unreasonably withhold their consent.

If the Foundation discontinues the SJC, or if the Foundation or County terminates its participation in the SJC, this Agreement would automatically terminate at the same time that the SJC is terminated or the County's participation in the SJC ends.

VII. Data Liaisons. The individuals listed here are designated as Data Liaisons. Both parties will provide prior notice to the other if new individuals are appointed, and will provide updated contact information.

County's Liaison:

Name:

Damir Kukec

Email address:

Dkukec@pbcgov.org

Telephone:

561-355-1639

ISLG's Data Liaison:

Name:

Emily M. West

Email address:

emily.west@islg.cuny.edu

Telephone:

917-446-6763

VIII. Complete Agreement. This Agreement is complete and contains the entire understanding of the parties relating to the subject matter contained here. This Agreement supersedes any and all prior understandings, representations, negotiations, discussions, and

agreements between the parties relating hereto, whether written or oral. This Agreement may be amended by the mutual consent of the parties in writing.

Counterparts. This Agreement may be executed in counterparts and will be considered as one executed Agreement and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

X. Signatories

The individuals signing below certify that they have authority to execute this Agreement on behalf of the named agency or entity.

A. For the County:

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida FOR ITS BOARD OF COUNTY COMMISSIONERS

301 North Olive Avenue West Palm Beach, FL 33401

Kentrula Henson Date: 3-2-17

Kristina Henson, Executive Director

Palm Beach County Criminal Justice Commission

Approved as to Form and

Legal Sufficiency

Approved as to Terms and Conditions

Criminal Justice Commission

Denise Coffmå Assistant County Attorney

<u>le.</u> Date: <u>23</u>-PEB-204 By: Damir Kukec, Manager

Palm Beach County Criminal Justice

Commission

B. Research Foundation of The City University of New York on behalf of The City University of New York Institute for State and Local Governance 230 West 4157 Street, 7th Fl.

New York, WY 10036

MAR 2 1 2017 Date:

Slonim

Chief Counsel and Secretary of the Board

Exhibit A: Indicators List

Jail	a Total inil namulation
) Jean	• Total jail population
	• Total jail population by legal status (pretrial, convicted-
	locally sentenced, convicted-state sentenced, convicted-
	unsentenced)
	Total jail population by custody status
	Total jail population by race/ethnicity
	Confined jail population
	Confined jail population by gender
	Confined jail population by age
	Confined jail population by race/ethnicity
	 Confined jail population by offense severity (felony, misdemeanor)
	 Confined jail population by held on bail status
	 Total jail cost (e.g., per inmate per day cost)*
Decision Point 1: Crime	 Total number of reported crimes (violent, property)*
and Arrest	• Number of custodial arrests (total and by race/ethnicity)
	Number of noncustodial arrests (total and by
	race/ethnicity)
Decision Point 2:	• Total number of cases received (total and by
Prosecutorial Charging	race/ethnicity)
	Number of cases accepted for prosecution (total and by
	race/ethnicity)
	Number of cases declined for prosecution (total and by
	race/ethnicity)
	Number of cases diverted pre-filing (total and by
	race/ethnicity)
Decision Point 3:	Number of cases represented by private counsel (total)
Assignment of Counsel	and by race/ethnicity)
	Number of cases represented by public counsel (total)
	and by race/ethnicity)
Decision Point 4: Pretrial	Number of cases detained at first
Release	appearance/arraignment/bond hearing (total and by
	race/ethnicity)
	Number of cases released at first
	appearance/arraignment/bond hearing (total and by
	race/ethnicity)
Decision Point 5: Case	Number of cases diverted at any point from filing
Processing	onward (total and by race/ethnicity)
	Number of cases arraigned (total and by race/ethnicity)

7

	 Average number of days from arraignment to disposition (overall and by racial/ethnic group)
Decision Point 6: Disposition and Sentencing	 Number of cases disposed (total and by race/ethnicity) Number of cases dismissed/acquitted (total and by race/ethnicity)
	 Number of cases convicted (total and by race/ethnicity) Number/percentage of dispositions OR sentences that are sentences to state prison*
Decision Point 7: Post- Disposition Community Supervision	 Number of probation violations/revocations ending in jail time (total and by race/ethnicity) Number of parole violations/revocations ending in jail time (total and by race/ethnicity)

^{*}Data for these measures will likely be obtained from sources other than case-level data provided by SJC sites – e.g., publicly available data (such as the Uniform Crime Reporting Statistics), etc.



CRIMINAL JUSTICE COMMISSION INTEROFFICE MEMORANDUM

TO:

Verdenia Baker

County Administrator

THRU: Jon Van Arnam

Deputy County Administrator

FROM: Kristina Henson, Executive Director Custinal Yenson

Criminal Justice Commission

DATE: June 27, 2016

RE:

Signature Authority for Data Sharing Agreements

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.