

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>
Personal Services	1,313,672	1,373,054	1,414,246		
Operating Costs	55,724	43,146	43,146		
External Revenues	(10,000)	(10,000)	(7,500)		
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>1,359,396</u>	<u>1,406,200</u>	<u>1,449,892</u>		

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 5214 Object var
 Rev No: Fund 0001 Department 660 Unit 5214 RevSc 4900

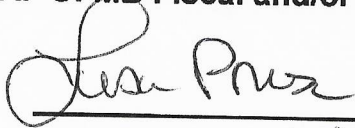
B. Recommended Sources of Funds/Summary of Fiscal Impact:



This is a two year contract that spans over three fiscal years. Personal and operating expenses reflect the annual costs of PreTrial. FY17 revenue reflects three months of new contract plus revenue from contract that was in effect the rest of the fiscal year, through June 30th. Revenue for FY19 has been prorated to reflect contract end date of June 30, 2019. Other revenues budgeted in the PreTrial unit are unrelated to this agreement. If the contract is renewed after June 30, 2019, the agenda item for approval will reflect the fiscal impact for FY19 – FY 21

Departmental Fiscal Review: 

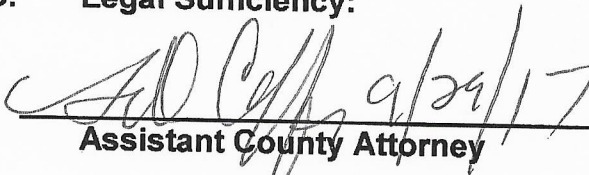
III. REVIEW COMMENTS

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

 9/20/17
 OFMB 9/20

 9/29/17
 Contract Administration
 9/28/17 

B. Legal Sufficiency:

 9/29/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND THE OFFICE OF
THE PUBLIC DEFENDER, FIFTEENTH JUDICIAL CIRCUIT**

This Interlocal Agreement, hereinafter referred to as Contract, is made as of the _____ day of _____, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Office of the Public Defender, Fifteenth Judicial Circuit, a Florida Constitutional Office, hereinafter referred to as the PUBLIC DEFENDER.

In consideration of the mutual promises contained herein, the COUNTY and the PUBLIC DEFENDER agree as follows:

ARTICLE 1 - SERVICES

The COUNTY'S responsibility under this Contract is to provide professional services by obtaining information for the application for criminal indigent status, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Jenise Link, Court Services Manager, telephone no. (561) 688-4623.

The PUBLIC DEFENDER'S representative/liaison during the performance of this Contract shall be Carey Haughwout, Public Defender, telephone no. (561) 355-7651.

ARTICLE 2 – EFFECTIVE DATE AND SCHEDULE

This Contract is effective retroactively as of July 1, 2017 and all services provided by COUNTY beginning on July 1, 2017 and continuing through June 30, 2019 shall be eligible for payment pursuant to the terms of this Contract. The COUNTY shall complete all services by June 30, 2019.

ARTICLE 3 - PAYMENTS TO COUNTY

- A. The total amount to be paid by the PUBLIC DEFENDER under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Twenty Thousand Dollars (\$20,000). The PUBLIC DEFENDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The COUNTY will bill the PUBLIC DEFENDER on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the COUNTY pursuant to this Contract will be reviewed and approved by the PUBLIC DEFENDER's representative, to verify that services have been rendered in

conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the PUBLIC DEFENDER representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed _____ N/A _____ Dollars (\$ _____ N/A _____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the COUNTY will clearly state "final invoice" on the COUNTY'S final/last billing to the PUBLIC DEFENDER. This shall constitute COUNTY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the COUNTY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the COUNTY 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the COUNTY'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 PUBLIC DEFENDER 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 COUNTY'S. The PUBLIC DEFENDER shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by either party, in whole or in part, with or without cause, upon thirty (30) days prior written notice to the other party's representative. The COUNTY shall be paid for services rendered through the date of termination.

ARTICLE 6 – PERSONNEL

The COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the PUBLIC DEFENDER.

All of the services required herein under shall be performed by the COUNTY 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.

The COUNTY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the COUNTY'S personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

The PUBLIC DEFENDER AND THE COUNTY are both exempt from payment of Florida State Sales and Use Taxes.

The COUNTY and the PUBLIC DEFENDER shall each be responsible for payment of their own employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

Performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations.

ARTICLE 9 - LIABILITY

The parties to this Contract and their respective office 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, nor be construed as consent to be sued by third parties.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the PUBLIC DEFENDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the PUBLIC DEFENDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or PUBLIC DEFENDER.

ARTICLE 12 - CONFLICT OF INTEREST

The COUNTY 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. The COUNTY further represents that no person having any such conflict of interest shall be employed for said performance of services.

ARTICLE 13 - EXCUSABLE DELAYS

The COUNTY 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 the COUNTY or its subcontractors 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.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 15 - ACCESS AND AUDITS

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 PUBLIC DEFENDER, its office, 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.

ARTICLE 16 - NONDISCRIMINATION

The PUBLIC DEFENDER warrants and 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.

PUBLIC DEFENDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if PUBLIC DEFENDER does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 17 - AUTHORITY TO PRACTICE

The COUNTY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the PUBLIC DEFENDER's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - NOTICE

All notices required in this Contract 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:

Stephanie Sejnoha, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

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

If sent to the PUBLIC DEFENDER, notices shall be addressed to:

Honorable Carey Haughwout
Office of the Public Defender, Fifteenth Judicial Circuit
421 3rd Street
West Palm Beach, FL 33401

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the PUBLIC DEFENDER agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 21 – FILING

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

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

PUBLIC DEFENDER:

Carey Haughwout
Carey Haughwout
Office of the Public Defender
Fifteenth Judicial Circuit

APPROVED AS TO TERMS
AND CONDITIONS

By: Nicole Bishop
Nicole A. Bishop, Division Director
Victim and Justice Services

Jana L. Gillette
Witness Signature

Jana L. Gillette
Witness name printed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Kelly Manning
Witness Signature

Kelly M. Manning
Witness name printed

By: _____
County Attorney

(corp. seal)

SCOPE OF WORK

Scope of Work pertaining to the 2017 Interlocal Agreement for Professional Services between the Office of the Public Defender and Palm Beach County (COUNTY), through its Department of Public Safety, Justice Services Division.

Effective date: July1, 2017

Objective

Florida Statutes require a person seeking to be declared indigent in a criminal or civil proceeding to apply to the clerk of court for determination of indigent status using an application form, entitled, "Application for Criminal Indigent Status." The County Pretrial Services unit of the Justice Services Division will complete the information gathering portion of the Application for Criminal Indigent Status for defendants that are interviewed during the pretrial stage before their first appearance hearing at the Main Detention Center and the West County Detention Center.

Services

The COUNTY will:

- Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of the Application For Criminal Indigent Status.
- Use the Application For Criminal Indigent Status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing.
- Submit each Application For Criminal Indigent Status to the Clerk's office for determination of indigency.

SCHEDULE OF PAYMENTS
Costs for Project Period July 1, 2017 – June 30, 2019

Contract amount (July 1, 2017- June 30, 2019)	\$20,000
MAXIMUM TOTAL AMOUNT FOR EXPENSES	<u>\$20,000</u>

Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Task(s) to be Completed: The County Pretrial Services unit of the Justice Services Division will complete the information gathering portion of the criminal indigent status application for defendants that are interviewed during the pretrial stage before their first appearance hearing at the Main Detention Center and West County Detention Center 7 days a week/ 365 days a year.

Activities	Payment at end of each quarter
Quarter 1 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing. 3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily.	 \$2,500.00
Quarter 2 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida	 \$2,500.00

<p>Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing.</p> <p>3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily.</p>	
<p>Quarter 3</p> <p>1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application.</p> <p>2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing.</p> <p>3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily.</p>	<p>\$2,500.00</p>
<p>Quarter 4</p> <p>1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application.</p> <p>2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing.</p> <p>3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily.</p>	<p>\$2,500.00</p>