



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs	160,000				
External Revenues	(160,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

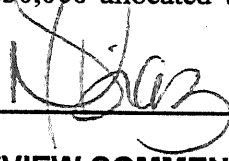
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No      
 Does this item include the use of federal funds? Yes     No X

Budget Account Exp No: Fund 1512 Department 762 Unit 7714 Object 3401  
 Rev No: Fund 1512 Department 762 Unit 7714 RevSc 6694

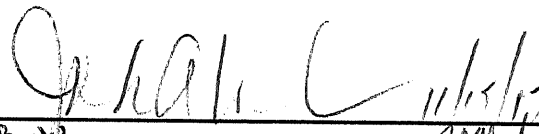
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Fund: MacArthur Foundation's Safety and Justice Challenge \$2M  
 Unit: MacArthur Foundation \$2M FY18-FY19  
 Grant: MacArthur Foundation's Safety and Justice Challenge 17-1704-151863-CJ

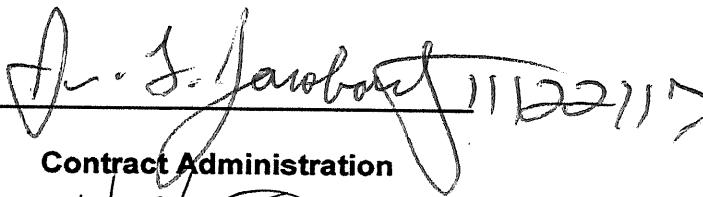
The amendments with Pretrial Justice Institute and The Lord's Place are for time extensions only and have no additional fiscal impact. The original \$30,000 allocated to FSU is included in the budget under 1507/762/77063101.

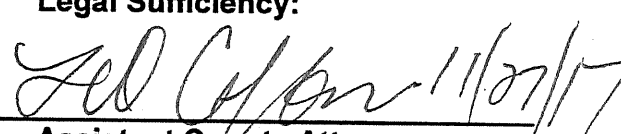
Departmental Fiscal Review:  11/9/17

**III. REVIEW COMMENTS**

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

 11/15/17  
 OFMB  
 11/15/17

 11/22/17  
 Contract Administration  
 11/22/17

**B. Legal Sufficiency:**  
 11/27/17  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**SECOND AMENDMENT  
To Contract for Consulting/Professional Services**

**THIS SECOND AMENDMENT to Contract between Palm Beach County and Pretrial Justice Institute for Consulting/Professional Services** (“Second Amendment”) is made as of this 5th day of September, 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 parties entered into a First Amendment to Contract on April 11, 2017; 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 September 30, 2017, and the parties have agreed to extend the term of the Contract through March 1, 2018;

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

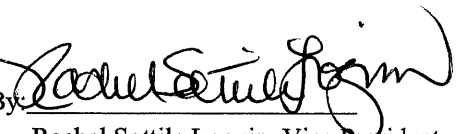
- I. Article 2 (Schedule) of the Contract is amended by extending the expiration date from September 30, 2017 to March 1, 2018. All other references in the Contract to September 30, 2017 are hereby replaced by March 1, 2018.
- II. The Consultant’s schedule of work and the corresponding payment schedule is extended accordingly. Uncompleted work and bill dates shall be modified as follows: Phase 5: October 31, 2017; Phase 6: February 28, 2018. Said dates may be accelerated by mutual agreement of the parties.
- III. The Contract budget is amended pursuant to “Exhibit C” to the Second Amended Contract (attached) to reflect modifications in personnel and work schedules. There is no adjustment to the Contract price.

- IV. All other provisions of the Contract not in conflict with this Second Amendment remain in effect, are ratified, and are to be performed at the same level as specified in the Contract.

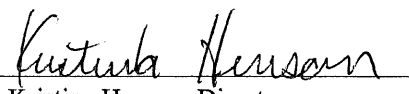
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Second Amendment on behalf of the County, and Consultant has hereunto set its hand the day and year above written.

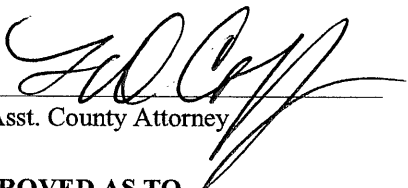
**PRETRIAL JUSTICE INSTITUTE**

By:   
Rachel Sottile Logvin, Vice President

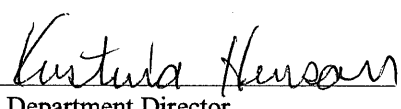
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY KRISTINA HENSON, DIRECTOR  
CRIMINAL JUSTICE COMMISSION**

By:   
Kristina Henson, Director

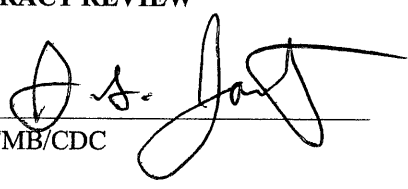
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
Department Director

**APPROVED AS TO  
CONTRACT REVIEW**

By:   
OFMB/CDC

**Palm Beach County Proposed Budget  
June 1, 2016 - March 1, 2018**

	# Hours (Original Budget)	Fully Loaded Hourly Rate	Jun 1, 2016 - Apr 30, 2017 (Original Budget)	# Hours (Revised Budget)	Jun 1, 2016 - Mar 1, 2018 (Revised Budget)
John Clark, Sr. TA Manager	80	\$ 142.00	\$ 11,360.00	120	\$ 17,040.00
Sue Ferrere, TA Manager	32	\$ 121.00	\$ 3,872.00	44.5	\$ 5,384.50
Michael Jones, Director of Implementation	32	\$ 146.00	\$ 4,672.00	9	\$ 1,314.00
Meghan Guevara, Director of Learning Innovations	28	\$ 160.00	\$ 4,480.00	3	\$ 480.00
Rachel Sottile Logvin, Deputy Director Programs & Strategy	16	\$ 167.00	\$ 2,672.00	66	\$ 11,022.00
Vania Cruz, Contract Manager/Accountant	16	\$ 80.00	\$ 1,280.00	22	\$ 1,760.00
	<b>204</b>		<b>\$ 28,336.00</b>	<b>264.5</b>	<b>\$ 37,000.50</b>
4 on-site meetings for 2 staff members, mileage for local staff			\$ 10,000.00		\$ 2,979.97
Copies, handouts			\$ 164.00		\$ 19.53
Subject matter expert			\$ 1,500.00		\$ -
			<b>\$ 1,500.00</b>		<b>\$ -</b>
<b>Total Project Budget</b>			<b>\$ 40,000.00</b>		<b>\$ 40,000.00</b>

SECOND AMENDMENT  
to Contract for Consulting/Professional Services

THIS SECOND AMENDMENT. ("Second Amendment") is made as of this 5<sup>th</sup> day of September, 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 parties entered into a First Amendment to Contract on April 11, 2017 (R 2017-0912); 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 September 30, 2017 and the parties have agreed to extend the term of the Contract through February 28, 2018.

NOW THEREFORE, the abovenamed parties hereby mutually agree to amend the Contract and enter into this Second 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 September 30, 2017 through February 28, 2018. All other references in the Contract to September 30, 2017 are hereby replaced with February 28, 2018.
- 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 February 28, 2018. There is no adjustment to the Contract price.
- IV. Exhibit "C" to the contract is deleted and hereby replaced with Exhibit "C-1" attached hereto and incorporated herein by reference. The contract budget is amended pursuant to "Exhibit C-1" to reflect modifications in personnel, categories and work schedules. There is no adjustment to the Contract price.

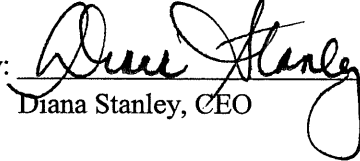
- V. All other provisions of the Contract not in conflict with this Second Amendment remain in effect, are ratified, and are to be performed at the same level as specified in the Contract.

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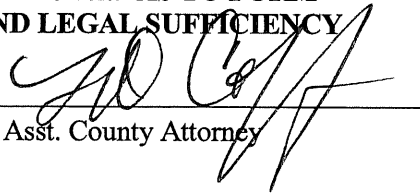


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Second Amendment on behalf of the County, and Consultant has hereunto set its hand the day and year above written.

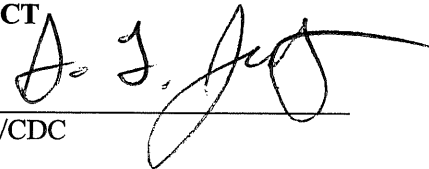
THE LORD'S PLACE, INC.

By:   
Diana Stanley, CEO

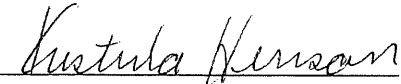
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Asst. County Attorney

APPROVED AS TO  
CONTRACT  
REVIEW

By:   
OFMB/CDC

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

By:   
Kristina Henson, Director

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

The Lord's Place, Inc

and Palm Beach County

Amended Budget

	Original Grant Amount	Requested Changes	Proposed REVISED Budget
<b>A. INITIATIVE DESIGN</b>			
Project Management	\$ 5,850	\$ (250}	\$ 5,600
Planning for crosssystems data match to identify frequent users	\$ 4,550	\$ 2,600	\$ 7,150
Plan for creation of supportive housing	\$ 5,250	\$ (131}	\$ 5,119
SUB-TOTAL	\$ 15,650	\$ 2,219	\$ 17,869
<b>B. IMPLEMENTATION SUPPORT</b>			
Develop an assertive, targeted outreach and client recruitment plan	\$ 4,950	\$ (4,950}	\$ -
Draft FUSE Implementation Plan	\$ 3,500	\$ -	\$ 3,500
SUB-TOTAL	\$ 8,450	\$ (4,950}	\$ 3,500
<b>C. TRAVEL COSTS</b>			
There will be a variety of site visits. This contract will provide partial payment.	\$ 900	\$ 2,731	\$ 3,631
Funds from a Quantum Foundation grant to The Lord's Place will cover the balance.			
SUB-TOTAL	\$ 900	\$ 2,731	\$ 3,631
TOTAL PROJECT COSTS	\$ 25,000	\$ -	\$ 25,000

**FIRST AMENDMENT  
to Interlocal Agreement**

**THIS FIRST AMENDMENT** is dated 10/26/17, by and between Palm Beach County a Political Subdivision of the State of Florida, hereinafter referred to as the "County" and Florida State University (College of Criminology and Criminal Justice) for and on behalf of its Board of Trustees, hereinafter referred to as "FSU", whose Federal I.D. is 59-1961248.

**WITNESSETH:**

**WHEREAS**, on December 6, 2016 the County, through its Criminal Justice Commission (CJC) and FSU entered into an Interlocal Agreement (R2016-1806) (the "Agreement") for a total not to exceed amount of Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, FSU's responsibilities under the Agreement were to provide professional consultation services in the areas of data analysis, research, and evaluation supporting the CJC's MacArthur Foundation Safety and Justice Challenge Grant; and

**WHEREAS**, the MacArthur Foundation renewed the MacArthur Foundation Safety and Justice Challenge Grant for a third year for the period October 1, 2017 through September 30, 2019 adding the next phase of data analysis, research and evaluation, as outlined in the "Scope of Work" attached as Exhibit "A-1" to the Agreement;

**WHEREAS**, the parties have agreed to extend the term of the Agreement through September 30, 2019;

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Agreement as follows:

- I. Section 1 (Purpose) of the Agreement is amended by adding Exhibit "A-1" attached hereto and incorporated herein by reference.
- II. Section 4 (Effective Date/Term) of the Agreement is amended to make the expiration date September 30, 2019. All other references in the Agreement to October 31, 2017 are hereby replaced by September 30, 2019.
- III. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by increasing the shall not exceed amount from Thirty Thousand Dollars (\$30,000.00) to One Hundred Ninety Thousand Dollars (\$190,000.00) to reflect additional funding provided in the renewed grant.
- IV. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended to reflect dates for uncompleted work and new work as follows: Uncompleted Project 5

is due by December 31, 2017; Payments for new work will be on a quarterly basis as set out in Exhibit "A-1" to this Agreement.

- V. All other provisions of the Agreement 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 Agreement.

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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 FSU has hereunto set its hand the day and year above written.

**FLORIDA STATE UNIVERSITY**

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

By: Julie V Wammack for  
Dr. Gary Ostrander, VP of Research

By: Kristina Henson  
Kristina Henson, Director

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: [Signature]  
Asst. County Attorney

By: Kristina Henson  
Department Director

**APPROVED AS TO  
CONTRACT REVIEW**

By: NA  
OFMB/CDC



FLORIDA STATE UNIVERSITY  
COLLEGE OF CRIMINOLOGY & CRIMINAL JUSTICE

**EXHIBIT A-1**

**A Validation of the Palm Beach County Jail Risk Assessment Instrument for the  
Palm Beach County Criminal Justice Commission**

**Scope of Work**

**I. Validation Research Questions**

FSU has successfully conducted previous jail risk assessment validations including the Broward County Jail. Based upon our experience, the following research questions will guide the study and provide important answers to local stakeholders with the means to modify and/or improve this important management tool.

1. How is the risk assessment instrument administered by staff?
2. Are there problems identified by staff relative to the collection of information on the instrument?
3. How frequently has the risk assessment instrument been administered to all applicable arrestees, and are there certain types of arrestees who have higher rates of completed risk assessments, and, if so, what are their characteristics, e.g., age, gender, race, ethnicity, prior criminal record, current arrested changes, etc.?
4. How accurate are the risk assessment predictions of re-arrest, re-arrest for a violent crime, and for failing to appear in court as ordered by the judge?

**II. Data Collection**

The study will focus on the use of administrative data from the Palm Beach County Jail System and the county and circuit judicial systems. The following steps will be taken to acquire the necessary data for the analysis.

- FSU will collaborate with the Palm Beach County Criminal Justice Commission to ensure that the proper data is collected to conduct the validation.
- FSU will interview relevant stakeholders and staff whose primary duties include administering and using the risk assessment instrument.

- FSU will review the available jail, judicial, and any other relevant data systems available that may inform this project and identify the appropriate data fields and records necessary for this study.
- FSU will submit a formal request to the Palm Beach County Criminal Justice Commission, Sheriff's Office, and the judiciary for the necessary data.
- Prior to obtaining any data from Palm Beach County, FSU will obtain approval to obtain the data from FSU's Human Subject Committee, i.e., the Institutional Review Board (IRB) and will ensure the data is stored in a secure location and be accessible only to staff approved to work on this project.

**III. Data Analysis**

The empirical data will be analyzed to create descriptive statistics of all the inputs and outcomes measured as well as mean differences in outcomes over time and across different types of cases. Multivariate modeling methods will be used to determine the predictiveness of the risk assessment instrument. At a minimum, controls will include gender, race, ethnicity, age, and legally relevant factors such as the arrestees' prior criminal record, current booking charge (s), and past failure to appear occurrences.

**IV. Deliverables**

<b>Deliverables: Year 1 Quarter 1</b>		
	<b>Payment Number</b>	<b>Payment Amount</b>
Approve research involving human subjects through the Florida State University Human Subjects Committee	1	\$20,000.00
Conduct an initial site visit to meet with the project partners		
Work with the PB-CJC in identify desired project outcomes/goals		
Work with the PB-CJC to assess the availability of data needed to complete the project goals		
Establish a baseline data collection process to support the evaluation		
Participate in meetings, conference calls, technical assistance events, and trainings as needed		
<b>Deliverables: Year 1 Quarter 2</b>		
	<b>Payment Number</b>	<b>Payment Amount</b>
Actively participate in required meetings, conference calls, technical assistance, and trainings as needed	2	\$20,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		

Submit an initial data request to the PB-CJC for preliminary jail, risk assessment, and follow-up data		
Conduct interviews with project staff relating to project implementation		
Provides a semi-annual progress report, summarizing research activities		
<b>Deliverables: Year 1 Quarter 3</b>	<b>Payment Number</b>	<b>Payment Amount</b>
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	3	\$10,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
<b>Deliverables: Year 1 Quarter 4</b>	<b>Payment Number</b>	<b>Payment Amount</b>
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	4	\$10,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
Document local agencies and organizations' policies and procedures that were created or amended as a result of this initiative		
Conduct interviews with project staff relating to project implementation		
Provide a semi-annual progress report, summarizing research activities		
<b>Deliverables: Year 2 Quarter 1</b>	<b>Payment Number</b>	<b>Payment Amount</b>
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	5	\$10,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
<b>Deliverables: Year 2 Quarter 2</b>	<b>Payment Number</b>	<b>Payment Amount</b>
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	6	\$10,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
Conduct interviews with project staff relating to project implementation		
Submit a second data request to the PB-CJC for final jail, risk assessment, and follow-up data		



Provide a semi-annual progress report, summarizing research activities		
<b>Deliverables: Year 2 Quarter 3</b>	<b>Payment Number</b>	<b>Payment Amount</b>
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	7	\$40,000.00
Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
Provide a draft process and outcome evaluation report for review and input from PB-CJC		
<b>Deliverables: Year 2 Quarter 4</b>	<b>Payment Number</b>	<b>Payment Amount</b>
FSU will provide a final report that includes the following:	8	\$40,000.00
Section 1 of the report will document the piloting, implementation, and use of the risk assessment instrument.		
Section 2 of the report will document the overall accuracy of the risk assessment instrument. Findings relating to whether the risk assessment instrument produces more or less accurate risk predictions across various types of arrestees will be reported.		
Section 3 of the report will provide recommendations regarding 1) the administration of the risk assessment instrument, 2) the instruments predictive accuracy, and 3) any other recommendations regarding the instrument or its implementation.		
Present findings to the PB-CJC and other stakeholders as requested		

**V. Schedule of Payments**

The total compensation for the project is \$190,000. \$160,000 will be paid throughout the contract period based on the time interval outlined in the table below. The ENTITY understands and agrees to submit invoices and required documentation within 30 days following the end of the preceding quarter as outlined below. ENTITY understands and agrees that the quarterly invoice amount shall not exceed the total cost allocated per quarter amount shown below. Travel in support of the project is included in the total compensation/quarterly billing schedule and amounts. The final payment will not be paid until all deliverables are met.

COUNTY will reimburse ENTITY at a fixed price each invoice period. ENTITY will include a written description of activities conducted in support of the project during the invoice period and support documentation. Support documentation for the activities described in the invoice may include copies of work product developed (in draft or final form), meeting attendance, meeting agendas, assessment results, planning instruments, or other similarly related documents.

The Scope of Work to be completed by ENTITY as defined in Exhibit "A-1" consists of key deliverables and collaboration with project partners. Deliverables shall be verifiable and defined as participation in activities and events as measured by: completion of assigned project tasks, meetings/training attended, and participation in teleconference calls or web-based events.

When submitting the invoice request, ensure that the following language is included on the signed cover page of the invoice: *By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Invoice #	Invoicing Period	Quarterly (fixed rate)
<b>YEAR 1</b>		
1	Quarter 1	\$20,000.00
2	Quarter 2	\$20,000.00
3	Quarter 3	\$10,000.00
4	Quarter 4	\$10,000.00
<b>YEAR 2</b>		
5	Quarter 1	\$10,000.00
6	Quarter 2	\$10,000.00
7	Quarter 3	\$40,000.00
8	Quarter 4	\$40,000.00