



**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	126,000	122,000			
External Revenues	(126,000)	(122,000)			
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>0</u>	<u>0</u>			

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

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 8101  
 Program Code: MFC20/MFC42 GY18  
 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 Safety and Justice Challenge

Departmental Fiscal Review: *Daniel Kreshek Sa Marwanda Day*

**III. REVIEW COMMENTS**

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

*[Signature]* 1/11/18  
 1/18/18 OFMB 1/10/18

*[Signature]* 1/12/18  
 Contract Administration  
 1/12/18 TD

**B. Legal Sufficiency:**

*[Signature]* 1/16/18  
 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 \_\_\_\_\_, 2018, between the State Attorney's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY"), whose FEIN ID is 65-1150231 (State of Florida FEIN ID is 59-6001874) 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.

### W I T N E S S E T H

**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**, the Entity's responsibility under this Agreement is to create and fill a position titled Public Safety Specialist to work full-time on 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.

**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 to create and fund the position of Public Safety Specialist to work on 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, incorporated herein and made a part hereof.

## **Section 2. Definitions**

The following definitions shall apply to this Agreement:

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

**"Party or Parties"** means Entity 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.

ENTITY'S representative/contract monitor during the term of this Agreement shall be Chief ASA Brian Fernandes whose telephone number is 355-7247.

## **Section 4. Effective Date/Term**

This Agreement shall take effect upon execution by the Parties. The ENTITY shall complete all services by September 30, 2019, unless otherwise terminated as provided herein.

## **Section 5. Services Rendered**

The ENTITY'S responsibility under this Agreement is to create and fill a position titled Public Safety Specialist to work full-time on 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 the Public Safety Specialist position and for all services and materials including, if applicable, "out of

pocket" expenses (specified in paragraph C below) shall not exceed a total amount of One Hundred Twenty Four Thousand Dollars (\$124,000.00). ENTITY will bill the COUNTY quarterly at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work.

- B. Invoices received from ENTITY 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. "Out-of-pocket" expenses will be reimbursed up to a not to exceed amount of Two Thousand Dollars (\$2,000), 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 Agreement 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 Agreement.
- D. **Final Invoice**: In order for both parties herein to close their books and records, ENTITY will clearly state "**final invoice**" on ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- E. It is the understanding of the parties that the funding provided is intended for the exclusive use of the State Attorney in the 15<sup>th</sup> Judicial Circuit and that said funding is being provided only if exempted from the eight percent (8%) charge pursuant to Sections, 215.22(2)(3) and 215.24(1), Florida Statutes.

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

Signature of this Agreement by ENTITY 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 ENTITY'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 ENTITY'S. The COUNTY shall exercise its rights under this section within three (3) years following final payment

### **Section 9. Access and Audits**

ENTITY 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 related specifically to this position as required in this section for the purpose of inspection or audit during normal business hours, at ENTITY'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 fiscal records, and to audit, investigate, monitor, and inspect the activities of ENTITY, its officers, agents, employees, and lobbyists as it pertains to the scope of work within this Agreement and in order to ensure compliance with Agreement requirements.

Failure to cooperate with the Inspector General shall result in termination of this Agreement.

### **Section 10. Personnel**

ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. The salary and benefit costs of the Public Safety Specialist are to be reimbursed by COUNTY pursuant to the terms of this Agreement up to the not-to-exceed amount of One Hundred Twenty Two Thousand Dollars (\$122,000) for

personnel costs, plus up to Two Thousand Dollars (\$2,000) for allowable expenses as set forth in Exhibit "B" hereto. To the best of ENTITY'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 ENTITY 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 the Public Safety Specialist position personnel, once filled, must be made known to the COUNTY'S representative.

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

All of ENTITY'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 ENTITY are exempt from payment of Florida State Sales and Use Taxes.

ENTITY 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 in whole or in part, by either Party, with or without cause, upon thirty (30) days' prior written notice. In addition, continuation of this Agreement is dependent upon availability and continuation of John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge Grant funds to the COUNTY and may be terminated with thirty (30) days notice by the COUNTY if funds are unavailable. Upon written notice and

except as otherwise agreed upon by the parties, ENTITY shall:

- A. Stop performing and billing for 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. 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.

**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., 6<sup>th</sup> FL  
West Palm Beach, Florida 33401

If sent to ENTITY, notices shall be addressed to:

Jeanne D. Howard, Administrative ASA  
Office of State Attorney Dave Aronberg  
401 N. Dixie Hwy  
West Palm Beach, FL 33401



With a copy to:

Brian Fernandes, Chief ASA  
Office of State Attorney Dave Aronberg  
401 N. Dixie Hwy  
West Palm Beach, FL 33401

**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**

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless ENTITY against any action, claims or damages arising out of County's negligence in connection with this Agreement, and ENTITY shall indemnify, defend and hold harmless COUNTY against any action, claims or damages arising out of ENTITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

**Section 21. Insurance**

Without waiving the right to sovereign immunity as provided by Section 768.28,

Florida Statutes, ENTITY acknowledges and represents that ENTITY 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.

ENTITY 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, ENTITY 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 ENTITY of its liability and obligations under this Agreement.

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

#### **Section 22. Successors and Assigns**

The COUNTY and ENTITY 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 ENTITY 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 ENTITY.

**Section 24. Conflict of Interest**

To the best of its knowledge, ENTITY 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. ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by ENTITY, the COUNTY shall so state in the notification and ENTITY 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 ENTITY under the terms of this Agreement

**Section 25. Modifications of Work**

The ENTITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto, that do not significantly affect the overall goal of warrant reduction for low-level defendants.

**Section 26. Entirety of Agreement**

The COUNTY and ENTITY 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**

ENTITY 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 ENTITY'S sole direction, supervision, and control. ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'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.

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

**Section 28. Discrimination**

ENTITY 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.

**Section 29. Regulations; Licensing Requirements**

ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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 30. Public Records**

ENTITY is a State Agency and will comply with the restrictions and requirements of Section 119.0701, F.S. ENTITY will notify the COUNTY if it must answer a Public Records Request pertaining to this Agreement or Scope of Work and COUNTY will likewise notify the ENTITY if it is in receipt of a Public Records Request pertaining to this Agreement or Scope of Work. In each such instance, the parties will work cooperatively to comply in accordance to the law.

**Section 31. Captions**

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

**Section 32. 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 the State Attorney's Office of the Fifteenth Judicial Circuit (ENTITY) has hereunto set its hand the day and year above written.

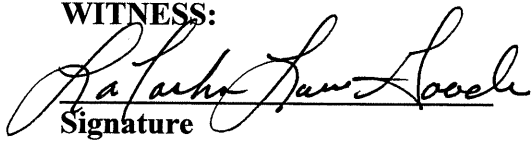
**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY BY AND**  
**THROUGH ITS BOARD OF COUNTY**  
**COMMISSIONERS**


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

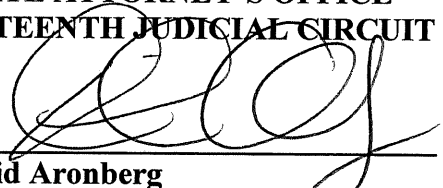
By: \_\_\_\_\_  
Melissa McKinlay, Mayor

**WITNESS:**

  
Signature

**STATE ATTORNEY'S OFFICE**  
**FIFTEENTH JUDICIAL CIRCUIT**

  
Name (type or print)

  
By: \_\_\_\_\_  
David Aronberg  
State Attorney, 15th Judicial Circuit

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By   
Department Director

**EXHIBIT "A"**  
**SCOPE OF WORK**

**PURPOSE OF THE PROJECT**

The State Attorney's Office (ENTITY) will create and fill a Public Safety Specialist position to work full-time on certain aspects of the MacArthur Foundation's Safety and Justice Challenge. All work will be completed under the direction of State Attorney executive team.

**TIMEFRAME**

Contract execution to September 30, 2019

**BACKGROUND**

The MacArthur Foundation Safety and Justice Challenge Core Site grant was awarded to the CJC beginning October 1, 2017 and ending September 30, 2019. Palm Beach County was one of twenty (20) sites selected from across the country to participate in the Challenge with an award of \$2,000,000. The grant continues two years of planning grant activity previously awarded to County.

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 June 2017. This plan included a number of strategies to reduce jail use – meaningfully and significantly – without compromising public safety and to identify and craft remedies to any racial and ethnic disparity found in the jail population.

ENTITY will focus its scope of work on the second strategy plan submitted to the MacArthur Foundation: "Diversion and warrant reduction for low-level defendants".

**PUBLIC SAFETY SPECIALIST POSITION GOALS AND DUTIES**

The Public Safety Specialist (PSS) position goals include:

1. Reduce the number of outstanding Violation of Probation warrants and capias' thereby decreasing the number of defendants housed in jail for violations of probation or failures to appear for violations of probation.
2. Reduce the number of outstanding warrants or capias' for violation of municipal ordinances and misdemeanors.
3. Work to ensure that victim rights are not overlooked or ignored by this grant process.

**The duties of the Public Safety Specialist position include but are not limited to the following:**

The Public Safety Specialist will work with the Department of Corrections and the probation vendor for the County to review each outstanding Violation of Probation warrant and capias that has not been served. In researching these warrants the specialist will discuss the violation with the assigned Assistant State Attorney. A process will be created to identify those cases that can be resolved without execution of the warrant or capias, thereby eliminating the need for jail time. The reduction in the number of outstanding warrants should decrease the number of inmates held.

A similar process will be created if there is buy-in from the municipalities' reference their capias' for failure to appear for a violation of a municipal ordinance.

Finally, the specialist will be the recipient of any information and requests from the Public Defender Client Navigator to set a bond reduction hearing or a "second look" hearing. The paralegal will ensure the victim is notified of such a hearing and will work with the division support staff to provide all pertinent materials to the Assistant State Attorney in preparation for the hearing.



**EXHIBIT "B"**  
**BUDGET AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by The State Attorney's Office (ENTITY) as defined in Exhibit "A" consists of creating a position titled Public Safety Specialist. Compensation for this position shall be in accordance with the following "Budget" and "Schedule of Payments":

**TIMEFRAME**

Contract execution to September 30, 2019

**BUDGET**

A total of \$124,000 shall be allocated from the MacArthur Foundation Safety and Justice Challenge Core Site Grant to fund the Public Safety Specialist position and office equipment as set forth in this contract.

\$2,000 of the \$124,000 shall be allocated for office-related equipment including computer/scanner for this position. The remaining funds, (\$122,000) shall be utilized exclusively for the full-time salary and benefits of the Public Safety Specialist position for the term of this contract.

**SCHEDULE OF PAYMENTS**

Payments to ENTITY will be made on a quarterly basis for 7 Quarters with the final invoice due October 5, 2019. ENTITY will send an invoice to the County's Representative by the 5<sup>th</sup> of the month following the end of each quarter. Quarters will be deemed as follows:

1<sup>st</sup> Quarter – January through March – Invoice due April 5

2<sup>nd</sup> Quarter – April through June – Invoice due July 5

3<sup>rd</sup> Quarter – July through September – Invoice due October 5

4<sup>th</sup> Quarter – October through December – Invoice due January 5

Backup documentation shall be submitted with each invoice to include proof of personnel expenses such as time cards, pay stubs, or other such documentation that shows payment made for the position and evidence of hours worked in the performance of the Scope of Services as described in this Agreement. Specific work performed will not be required for payment purposes. ENTITY agrees to submit a quarterly report including the number of warrants reviewed and the number of warrants resolved without use of the county jail facility.

## **EXHIBIT "B"**

### **BUDGET AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by The Public Defender's Office (ENTITY) as defined in Exhibit "A" consists of hiring one full-time Client Navigator position. Compensation for this position shall be in accordance with the following "Budget" and "Schedule of Payments":

#### **BUDGET**

A total of \$124,000 shall be allocated from the MacArthur Foundation Safety and Justice Challenge Core Site Grant for this project.

\$2,000 of this total shall be allocated for a new computer for this position.

\$122,000 of this total shall be allocated for the salary and benefits of the Client Navigator position for the term of this Contract. Salary and benefit reimbursements are limited to \$61,000 each year of the Contract term. The Client Navigator position is to be a full-time (40 hour per week) position.

**TERM:** Contract execution through September 30, 2019

#### **SCHEDULE OF PAYMENTS**

Payments to ENTITY will be made on a monthly basis.

ENTITY will send an invoice to the County's Representative by the 5<sup>th</sup> of the month following the end of each month through the term of the contract.

Backup documentation shall be submitted with each invoice to include proof of personnel expenses such as time cards, pay stubs, or other such documentation that shows evidence of

hours worked in the performance of the Scope of Services as described in this Agreement. Specific work performed will not be required for payment purposes as ENTITY's management in consultation with the CJC's MacArthur Core Team will monitor work performance of the position.

## INTERLOCAL AGREEMENT

This Interlocal Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the Public Defender's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY") whose FEIN ID is 03-0377194, 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**, the Entity's responsibility under this Agreement is to hire a Client Navigator position to work on 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 provide a Client Navigator position to work on 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 Entity and/or 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.

ENTITY'S representative/contract monitor during the term of this Agreement shall be Jonita Cerabino whose telephone number is (561) 355-7609.

### **Section 4. Effective Date/Term**

This Agreement shall take effect upon execution by the Parties. The ENTITY shall complete all services by the later of September 30, 2019, or if the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge Grant (the "Grant") term is extended past September 30, 2019, until the new Grant termination date. Notwithstanding the foregoing, this Agreement may be terminated at any time as set forth in Section 13 herein.

### **Section 5. Services Rendered**

The ENTITY'S responsibility under this Agreement is to hire a Client Navigator Position to work on 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 One Hundred Twenty Four Thousand Dollars (\$124,000.00). ENTITY will bill the COUNTY monthly at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Notwithstanding anything to the contrary in this Agreement, COUNTY's total obligation to the ENTITY shall not exceed One Hundred Twenty Four Thousand Dollars (\$124,000.00).
- B. Invoices received from ENTITY 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Two Thousand Dollars (\$2,000), 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 Agreement 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 Agreement.

- D. Final Invoice: In order for both parties herein to close their books and records, ENTITY will clearly state "final invoice" on ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- E. It is the understanding of the parties that the funding provided is intended for the exclusive use of the Public Defender in the 15<sup>th</sup> Judicial Circuit and that said funding is being provided only if exempted from the eight percent (8%) charge pursuant to Sections, 215.22(2)(3) and 215.24(1), Florida Statutes.

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

Signature of this Agreement by ENTITY 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 ENTITY'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 ENTITY'S. The COUNTY shall exercise its rights under this section within three (3) years following final payment.

### **Section 9. Access and Audits**

ENTITY 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 ENTITY'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 ENTITY, 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**

ENTITY 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 ENTITY'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 ENTITY 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 ENTITY'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.

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

All of ENTITY'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 ENTITY are exempt from payment of Florida State Sales and Use Taxes. ENTITY 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 either party upon thirty (30) days' prior written notice to the other in the event of substantial failure to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by the COUNTY or the ENTITY, with or without cause, upon thirty (30) days' prior written notice to the other party. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and may be terminated by the COUNTY if funds are unavailable. Upon any termination, unless ENTITY is in breach of this Agreement, ENTITY 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, ENTITY 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., 6<sup>th</sup> Fl.  
West Palm Beach, Florida 33401

If sent to ENTITY, notices shall be addressed to:

Carey Haughwout  
Public Defender, 15<sup>th</sup> Judicial Circuit  
421 3<sup>rd</sup> Street  
West Palm Beach, FL 33401

With a copy to:

Jonita Cerabino  
Public Defender's Office, 15<sup>th</sup> Judicial Circuit  
421 3<sup>rd</sup> Street  
West Palm Beach, FL 33401

**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, ENTITY 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 ENTITY.

**Section 21. Insurance**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ENTITY acknowledges and represents that ENTITY 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.

ENTITY 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, ENTITY 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 ENTITY of its liability and obligations under this Agreement.

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

ENTITY expressly understands and agrees that any insurance protection furnished by ENTITY 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 ENTITY 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 ENTITY 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 ENTITY.

**Section 24. Conflict of Interest**

To the best of its knowledge, ENTITY 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. ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by ENTITY. If,

in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by ENTITY, the COUNTY shall so state in the notification and ENTITY 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 ENTITY 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 ENTITY of the COUNTY'S written notification of a contemplated change, ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, ENTITY 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 ENTITY shall not commence work on any such change until such written amendment is signed by ENTITY and approved and executed on behalf of the COUNTY.

**Section 26. Entirety of Agreement**

The COUNTY and ENTITY 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**

ENTITY 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 ENTITY'S sole direction, supervision, and control. ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'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.

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

**Section 28. Excusable Delays**

ENTITY 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 ENTITY 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 ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if ENTITY'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**

ENTITY 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.

**Section 30 – Regulations; Licensing Requirements**

ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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, ENTITY certifies that it, its affiliates, suppliers, sub-contractors and ENTITY 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 ENTITY, 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 ENTITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ENTITY 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. ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Agreement ENTITY shall transfer, at no cost to the COUNTY, all public records in possession of ENTITY 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 ENTITY transfers all public records to the COUNTY upon completion of the Agreement, ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ENTITY keeps and maintains public records upon completion of the Agreement, ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by ENTITY 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 ENTITY 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. ENTITY 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 ENTITY has questions regarding the application

of chapter 119, Florida Statutes, to ENTITY'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 the Public Defender's Office of the Fifteenth Judicial Circuit (ENTITY) has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPROLLER

PALM BEACH COUNTY BY AND  
THROUGH ITS BOARD OF COUNTY  
COMMISSIONERS

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

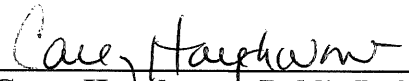
By: \_\_\_\_\_  
Melissa McKinlay, Mayor

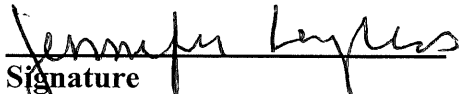
WITNESS:

  
Signature

PUBLIC DEFENDER'S OFFICE  
FIFTEENTH JUDICIAL CIRCUIT

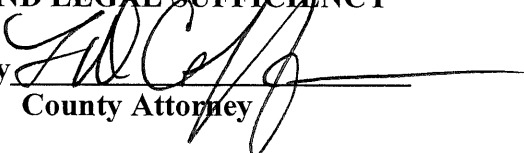
Scott B. McWebb  
Name (type or print)

By:   
Carey Haughwout, Public Defender

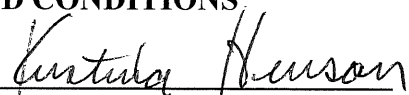
  
Signature

Jennifer Loyless  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department

Director

## **EXHIBIT "A" SCOPE OF WORK**

### **PURPOSE OF THE PROJECT**

The Public Defender's Office (ENTITY) will hire a Client Navigator position to work on certain aspects of the MacArthur Foundation's Safety and Justice Challenge. All work will be completed under the direction of Public Defender Office management and in consultation with the CJC's MacArthur Core Planning Team.

### **TIMEFRAME**

Contract execution to September 30, 2019

### **BACKGROUND**

The MacArthur Foundation Safety and Justice Challenge Core Site grant was awarded to the CJC beginning October 1, 2017 and ending September 30, 2019. Palm Beach County was one of twenty sites selected from across the country to participate in the Challenge with an award of \$2,000,000. This grant continues two years of planning grant activity.

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 June 2017. This plan included a number of strategies to reduce jail use – meaningfully and significantly – without compromising public safety and to identify and craft remedies to any racial and ethnic disparity found in the jail population.

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.

1. Reduce pretrial jail population for low/some medium risk defendants
2. Diversion and warrant reduction for low-level defendants
3. Case processing efficiencies for pretrial inmates
4. Identify and remedy racial and ethnic disparities
5. Build data capacity along with analysis and evaluation capabilities and tools

### **CLIENT NAVIGATOR POSITION GOALS AND DUTIES**

The Client Navigator (CN) position goals include:

1. Reduce the average length of stay for pretrial jail inmates
2. Reduce the length of stay for jail inmates with behavioral health needs

**The duties of the Client Navigator position include but are not limited to the following:**

The Client Navigator (CN) will look at the circumstances of individuals who remain incarcerated after a 48 hour period on a predetermined bond amount to determine if assistance could result in pretrial release. Based on individual client circumstances, the CN will work with the social services division where appropriate to connect with community based services, the client's lawyer to resolve any legal issues and the CN at the State Attorney's Office when necessary. The position, based at the Public Defender's Gun Club office, will receive referrals from investigators after the initial client interview has been completed. The CN will review the investigator interview, relevant court documents and, where appropriate, meet with the client in order to make recommendations to the client's attorney.

Examples of Duties:

- Interview clients and others who may have official, professional or personal information relevant to obtaining pretrial release for the client.
- Review and confirm information relating to the client through various court and case management systems such as their community ties, employment history, explanation of FTAs, etc.
- Work with the Public Defender's social services department to coordinate appropriate community resources upon release.
- Evaluate all of the information obtained and provide a report to the attorney for a bond reduction hearing or a "second look" hearing.
- Provide prompt, efficient, and responsive service to the attorneys and/or clients.
- Establish and maintain effective working relationships with criminal justice agencies, courts, and community providers.

## **EXHIBIT "B"**

### **BUDGET AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by The Public Defender's Office (ENTITY) as defined in Exhibit "A" consists of hiring one full-time Client Navigator position. Compensation for this position shall be in accordance with the following "Budget" and "Schedule of Payments":

#### **BUDGET**

A total of \$124,000 shall be allocated from the MacArthur Foundation Safety and Justice Challenge Core Site Grant for this project.

\$2,000 of this total shall be allocated for a new computer for this position.

\$122,000 of this total shall be allocated for the salary and benefits of the Client Navigator position for the term of this Contract. Salary and benefit reimbursements are limited to \$61,000 each year of the Contract term. The Client Navigator position is to be a full-time (40 hour per week) position.

**TERM:** Contract execution through September 30, 2019

#### **SCHEDULE OF PAYMENTS**

Payments to ENTITY will be made on a monthly basis.

ENTITY will send an invoice to the County's Representative by the 5<sup>th</sup> of the month following the end of each month through the term of the contract.

Backup documentation shall be submitted with each invoice to include proof of personnel expenses such as time cards, pay stubs, or other such documentation that shows evidence of



hours worked in the performance of the Scope of Services as described in this Agreement. Specific work performed will not be required for payment purposes as ENTITY's management in consultation with the CJC's MacArthur Core Team will monitor work performance of the position.