

II. FISCAL IMPACT ANALYSIS

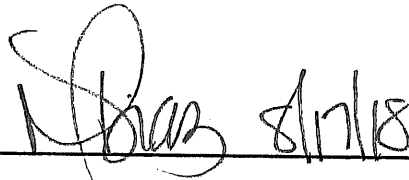
A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Proposed Budget? Yes ___ No ___
 Does this item include the use of federal funds? Yes ___ No ___

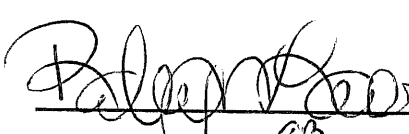
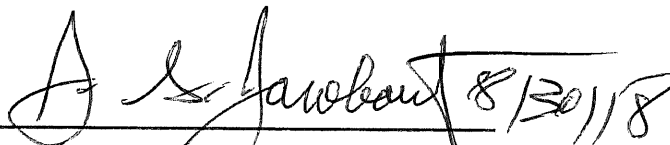
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*No Fiscal Impact. This agreement is not intended to create financial obligations. However, if any costs are incurred, each agency is responsible for their own costs.

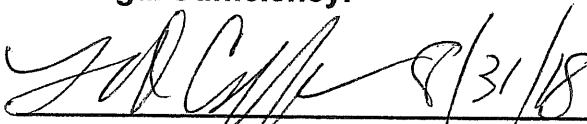
Departmental Fiscal Review:  8/17/18

III. REVIEW COMMENTS

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

 8/24/18  8/30/18
 OFMB ^{ab} 8/23 _{8/22} Contract Administration

B. Legal Sufficiency:

 8/31/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is entered into on _____, by and between The GEO Group, Inc. and/or its affiliates (collectively, “GEO”) and Palm Beach County, a political subdivision of the State of Florida, (hereinafter the “COUNTY”) which are collectively the “Parties” and individually a “Party” hereto.

WITNESSETH

WHEREAS, the Reentry Task Force (“RTF”) is an advisory committee of the COUNTY tasked with providing advisory services to provide for coordinated and effective reentry services to those returning to our community from incarceration; and

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable GEO and the COUNTY, through the RTF, to effectively collaborate as partners regarding inmates transitioning back to Palm Beach County through GEO facilities; and

WHEREAS, reentry is essential for closing the revolving prison door and supporting a formerly incarcerated person’s successful return to his or her community.

NOW THEREFORE, in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

I. TERM

This Agreement shall begin on the date fully executed by both parties as set forth above and shall continue for a term of three years, unless terminated earlier as set forth herein. This Agreement may be renewed for an additional 3-year period, upon the same terms and conditions contained herein, upon the mutual written agreement of both Parties, embodied by a renewal amendment signed by both Parties. Exercise of the renewal option is at each Party’s sole discretion.

II. SCOPE OF AGREEMENT

COUNTY and GEO agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Overview

Both COUNTY and GEO provide services to individuals reentering Palm Beach County (“PBC”) from GEO facilities, and in order to optimize the services provided, COUNTY and GEO agree to work cooperatively in their endeavors. This Agreement is made with the understanding that neither Party is providing services to or on behalf of the other Party, but that both Parties seek to coordinate their efforts to provide services to individuals reentering the community in PBC.

B. Responsibilities of the COUNTY through the RTF include:

1. Coordinate community and government resources to assist residents that are transitioning back to PBC after incarceration;
2. Seek and identify funding to make available to agencies for the purposes of; (a) identifying eligible clients; and (b) providing a risk/needs assessment of each client;
3. Coordinate the provision of reentry services for low-, medium- and high-risk clients returning to PBC from incarceration (per the outcome of their Level of Service Inventory, revised, LSI-r);
4. Coordinate the referral process to CareerSource for low risk clients and those clients who are job ready that are returning to the County from incarceration and in need of employment services per the result of assessments;
5. Update GEO annually on reentry progress, accomplishments, recidivism rates and emerging issues;
6. Maintain open and clear lines of communication with GEO staff to address any questions or concerns;
7. Develop countywide reentry policies and procedures that define the referral processes;
8. Maintain and update a PBC Reentry Strategic Plan;
9. Make a good faith effort to contact each individual convicted in and returning to PBC from GEO facilities and provide referral information for reentry services;
10. Participate in semi-annual trainings with GEO staff on reentry best practices, motivational interviewing, LSI-R risk needs assessment and the RENEW system;
11. Include appropriate GEO staff in all relevant countywide staff meetings;
12. Work with GEO and other business partners to develop a committee of businesses that are interested in hiring individuals with barriers to employment;
13. Provide reentry staff to speak directly to inmates on a quarterly basis; and
14. Communicate with pre-release classification staff to determine eligibility.

C. Responsibilities of GEO include:

1. Work cooperatively with County to maximize efficacy of services provided by GEO;
2. Update COUNTY annually on emerging issues;
3. Maintain open and clear lines of communication with COUNTY staff in order to address any questions or concerns;
4. Attend and participate in countywide staff meetings that are relevant to the collaboration between GEO and COUNTY;
5. Work with COUNTY and other business partners to develop a committee of businesses that are interested in hiring individuals with barriers to employment;
6. Communicate with pre-release classification staff to determine eligibility;
7. Collaborate with COUNTY case managers on reentry goals for individuals rerunning to PBC who are on the post-release case management roster; and
8. Maintain clear lines of communication between COUNTY administration and the GEO post-release case management administration.

III. FINANCIAL OBLIGATIONS

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. However, if costs are incurred because of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs. The obligations of the Parties hereunder are subject to annual appropriations and/or applicable grant funding for the program obligations.

IV. AGREEMENT MANAGEMENT AND LEGAL NOTICES

A. Changes to a designated Agreement Administrator or Agreement Manager contact contained in this Section shall be made via email notification to the addresses set forth below.

B. COUNTY's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address and telephone number of the COUNTY's Agreement Administrator is:

Nicole Bishop, Director of Justice Services
Palm Beach County Public Safety Department
205 North Dixie Highway, Suite 5.1100
West Palm Beach, Florida 33401
Telephone: (561) 355-1723
Email: NBishop@pbcgov.org

And

For all Legal Notices

Palm Beach County Attorney's Office
Attn: Criminal Justice Commission
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-659-7974

C. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR COUNTY

Nicole Bishop
205 North Dixie Highway
West Palm Beach, Florida 33401
Telephone: (561) 893-0101
NBishop@pbcgov.org

FOR GEO

Derrick Schofield, Ph.D., Executive Vice President
One Park Place, Suite 700
621 NW 53rd Street
Boca Raton, FL 33487
Telephone: (561) 893-0101
E-mail: dschofield@geocareinc.com

D. All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the addresses contained in this Section IV as the addresses to which legal Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party.

V. REVIEW AND MODIFICATION

On an annual basis or upon the request of either Party, the Parties will review this Agreement to determine whether its terms and conditions are still appropriate. If the Parties mutually agree that the terms and conditions require update or revision, the Parties may renegotiate terms and conditions hereof which shall be documented in an amendment to this Agreement executed by the Parties. There is no obligation to agree to new or revised terms and conditions and the Parties retain the right of termination as set forth in Section VI, below. Modifications to the provisions of this Agreement, shall be valid only through execution of a formal written amendment to the Agreement, except that a designated Agreement Manager or Agreement Administrator, currently set forth in Section IV herein, may be changed by written notice to both Parties, without formal amendment.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of the Parties, or unilaterally by either Party upon no less than 30 calendar days' advance notice to the other Party. In addition, this Agreement may be terminated with 24-hours' notice by the COUNTY for any failure of GEO to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

B. Confidentiality

The Parties shall exercise due diligence to safeguard confidential information, which shall include but not be limited to, adopting policies and procedures and implementing training to ensure that

staff assigned to perform services pursuant to this Agreement, or that have access to confidential information provided pursuant to this Agreement, have been instructed on the requirements for safeguarding and maintaining confidential records and information associated with individuals receiving services under this Agreement as required by applicable state or federal law.

C. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Administrators. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the COUNTY. The COUNTY shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to GEO, then GEO may cancel the Agreement immediately.

D. Data Sharing and Confidential Information

The Parties acknowledges that the records exchanged between them are provided for official purposes only and that public access to such data is prescribed by statute. The COUNTY and GEO acknowledge their separate obligations to store and disseminate records containing data in compliance with the requirements of the public records law Chapter 119, Florida Statutes, and as required by other state and federal statutes and/or regulations. The Parties acknowledge that some records that may be provided to another Party pursuant to this Agreement are considered confidential or otherwise exempt under Chapter 119, Florida Statutes and/or Section 945.10, Florida Statutes, and/or other laws ("Confidential Records"). In the event Confidential Records are provided to a Party in order to further the purposes of this Agreement, the receiving Party shall hold and maintain the Confidential Records in strictest confidence as required by state and federal law and shall carefully restrict access to Confidential Records to employees and third parties as is reasonably required in order to perform the services or duties set forth in this Agreement and with adequate safeguards in place to ensure maintenance of the confidential nature of the record. The receiving Party shall not, without prior written approval of the disclosing Party, publish, copy, or otherwise disclose to others, any Confidential Records, except as required by law. The receiving Party shall return to the disclosing Party any and all records, data, and other written, printed, or tangible materials in possession that constitutes Confidential Records immediately if the disclosing Party requests it in writing. A Party receiving Confidential Records shall maintain the confidential and/or exempt status of the record as required by law at all times.

E. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d-8, the Florida Information Protection Act of 2014 ("FIPA") (§ 501.171, Fla. Stat.), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA and FIPA is evidenced by the execution of this Agreement.

F. Employee Status

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that they each act as independent contractors under this Agreement and neither of the Parties shall be deemed an employee of the other for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State

unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual Party. Each party shall be solely responsible for securing at its own expense, all necessary personnel required to perform the services under this Agreement. Services provided by each Party and its employees pursuant to this Agreement shall be subject to the supervision of such Party. In providing such services, no Party nor its agents or employees, shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent enterprises, and that each of them has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither of the Parties will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

G. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

H. Nondiscrimination

Each Party shall assure and hereby certify that it will comply with the Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R2014-1421, and shall not discriminate against any individual on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring pursuant to this Agreement.

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that COUNTY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

I. Appropriations

Each Party's performance and obligations under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose. The COUNTY's performance is subject to applicable grant funding for the reentry program.

J. No Third-Party Beneficiary

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 employee of COUNTY, RFT, or GEO.

K. Counterparts

The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile or electronic copy shall have the same effect as original signatures.

L. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

M. Conflict of Interest

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

GEO 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 GEO's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that GEO 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 GEO. The COUNTY agrees to notify GEO of its opinion by certified mail within 30 days of receipt of notification by GEO. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by GEO, the COUNTY shall so state in the notification and GEO 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 GEO under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk (Date)


PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS:

By: _____
Mayor (Date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney (Date)

THE GEO GROUP, INC.:

By: 
Derrick Schofield, Ph.D., Executive Vice President (Date)

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Stephanie Sejnoha, Director (Date)