

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	356,000	_____	_____	_____	_____
External Revenues	(356,000)	_____	_____	_____	_____
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 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/MFC23/MFC42 GY18
 Rev No: Fund 1512 Department 762 Unit 7714 RevSc 6694

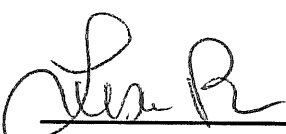
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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:  1/9/2019

III. REVIEW COMMENTS


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

 1/17/19
 OFMB 7/1/16

 1/24/19
 Contract Administration

jm 1/14/2019

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT
to Interlocal Agreement**

THIS FIRST AMENDMENT is dated _____, by and between Palm Beach County a Political Subdivision of the State of Florida, hereinafter referred to as the "County" and the Public Defender's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY") whose FEIN ID is 03-0377194.

WITNESSETH:

WHEREAS, on January 23, 2018 the County, through its Criminal Justice Commission (CJC) and the ENTITY entered into an Interlocal Agreement (R2018-0099) (the "Agreement") for a total not to exceed amount of One Hundred and Twenty-Four Thousand Dollars (\$124,000.00); and

WHEREAS, the ENTITY'S responsibilities under the Agreement were 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" of the original agreement; and

WHEREAS, the parties desire to expand the Client Navigator's duties as outlined in the "Scope of Work" attached as Exhibit "A-1" to the Agreement.

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 replacing Exhibit "A" with Exhibit "A-1" attached hereto and incorporated herein by reference.
- II. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by increasing the shall not exceed amount from One Hundred and Twenty-Four Thousand Dollars (\$124,000.00) to Three Hundred Fifty-Six Thousand Dollars (\$356,000.00) to reflect additional funding provided in the grant. The increase of Two Hundred and Thirty-Two Thousand Dollars (\$232,000) shall be for pretrial Palm Beach County jail inmates per the amended Exhibit "A-1" Scope of Work attached.
- III. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by replacing Exhibit "B" with Exhibit "B-1" attached hereto and incorporated herein by reference.
- IV. 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.

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 COMPTROLLER

PALM BEACH COUNTY BY
AND THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

WITNESS:

PUBLIC DEFENDER'S OFFICE
FIFTEENTH JUDICIAL CIRCUIT
By: Carey Haughwout
Carey Haughwout, Public Defender

Jennifer Loyless
Signature
Jennifer Loyless
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Cristula Hanson
Department Director

**Exhibit “A-1”
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 within 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 Public

Defender's Social Services Division (SSD) where appropriate to connect the client with community-based services, the client's lawyer to resolve any legal issues, and the Public Safety Specialist at the State Attorney's office when necessary to resolve any legal issues that would support a bond hearing. If the CN and the client's attorneys believe the judge would be amenable to pretrial release if the client is given some form of community-based service, such as housing or treatment, they and the SSD will work with a local service provider to arrange such services, and obtain the necessary judicial orders in consultation with the State Attorney's Office, to affect the pretrial release of the client. Services for these clients, may be paid from the MacArthur grant dollars designated to reduce the jail population.

The position, based at the Public Defender's Gun Club office, will also receive referrals from attorneys at First Appearances when bond is set at \$20,000 or less. The CN will meet with the client, review relevant court documents and, where appropriate, provide relevant information 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 Division 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-1"

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 \$356,000 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.

\$232,000 of this total shall be allocated for community-based services for clients held in jail on a pretrial status where a judge requires services in order to affect their release from jail pending the disposition of their case.

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 5th of the month following the end of each month through the term of the contract.

For the Client Navigator personnel expenses, 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. An Excel document shall also be provided that reflect CN contact with clients and shall include the court case number, defendant's name, Palm Beach County Sheriff's Office master jacket number, gender, race, date(s) of CN contact, and booking number. 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.

For the community-based service expenses, backup documentation shall be submitted with each invoice to include proof of expenses, such as invoices from service providers or other such documentation that shows evidence of services provided to the clients. An Excel document shall also be provided that that reflect services provided to clients during the invoice period and shall include the name of the service provider, dates of services, type of service, defendant's name, cost of the service, inmate master jacket number assigned by the Palm Beach County Sheriff's Office, gender, race, and the court case number assigned by the Clerk's Office.