

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

=====
Meeting Date: May 7, 2019 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Criminal Justice Commission
Submitted For: Criminal Justice Commission
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) receive and file an emergency contract with the Racial Equity Institute (REI) in the amount of \$107,000 for the period of contract execution to September 30, 2019 to conduct Implicit Bias and Systemic Racism training for criminal justice personnel and community members within the County; and B) approve a waiver of conflict of interest for Barbara Cheives, President and CEO of Converge & Associates Consulting, Inc., a Criminal Justice Commission (CJC) member and a subcontracted trainer with REI.

Summary: Providing training on implicit bias and systemic racism is one of five strategies of the John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge (SJC) Grant Program. Palm Beach County was awarded \$2,000,000 from MacArthur on October 2, 2017 to reduce the county's jail population of 2,273 by 16.7% by September 30, 2019, through five strategies identified by the MacArthur Core Team of stakeholders. In January 2019, the Foundation awarded the County a supplemental grant of \$75,000 for community engagement which includes additional training funds for community implicit bias training. An emergency contract was required as there was insufficient time to conduct a bid process and conduct the trainings within the grant timeline. The Director of the County's Purchasing Department executed this agreement pursuant to Palm Beach County Purchasing Policy and Procedures CW-L-008. This contract will fund 20 3-hour trainings for approximately 1,000 local criminal justice personnel including judges, prosecutors, private and public defense attorneys, Clerk of Court staff, County Pretrial Services Program staff, state and county probation officers and 1 session for the community. It will also fund three two-day sessions for selected personnel from these groups and the community. Ms. Barbara Cheives is a private sector CJC member nominated by the Economic Council and appointed by the Board pursuant to agenda item 3Q-1 from December 20, 2016. Ms. Cheives consulting business provides training across the United States related to racial equity work. Due to REI's prior work with the Palm Beach County School District and others in the county, Ms. Cheives became a subcontracted trainer for REI prior to the contractual relationship between the CJC and REI. This contractual relationship prohibition may be waived by the Board of County Commissioners since the CJC is purely an advisory committee. A waiver of the conflict of interest at a duly noticed public meeting is being provided in accordance with the provision of Section 2-443 of the Palm Beach County Code of Ethics. A waiver of conflict of interest must be approved by an affirmative vote of a majority plus one of the total Board membership. The MacArthur grant will fund this contract. Countywide (LDC)

Background and Justification: In May of 2015, Palm Beach County was one of 20 jurisdictions chosen by the MacArthur Foundation for initial grants and expert counsel to develop plans for reform after a highly competitive selection process that drew applications from nearly 200 jurisdictions in 45 states. During this initial grant period in 2015, the Criminal Justice Commission (CJC) led the effort to develop a reform plan focused on reforming the First Appearance Hearing process and diverting from jail those with mental illness, minor outstanding warrants, misdemeanor technical probation violations, and those charged with driving with suspended licenses. In 2016, the County received an additional \$150,000 to continue participation in the Challenge Network of 20 sites. In October 2017, the County received an award of \$2,000,000 for full implementation of strategies designed to reduce the jail population by 16.7% by September 30, 2019.

Attachments:

- 1) Contract with REI
2) Advisory Opinion from the Commission on Ethics

Recommended by: [Signature] 4-9-19
Department Director Date

Approved by: [Signature] 4/18/19
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

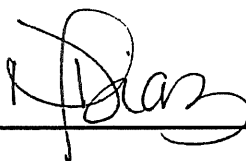
A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures					
Operating Costs	107,000				
External Revenues	(107,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes ___ No X

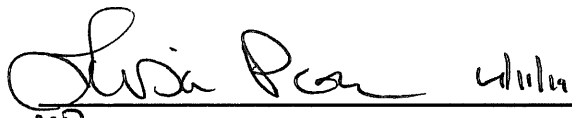
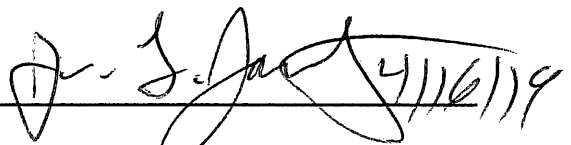
Budget Account Exp No: Fund 1512 Department 762 Unit 7714
 Object 3401 Program MFC24 Prog.Period GY18
 Rev No: Fund 1512 Department 762 Unit 7714 RevSc 6694

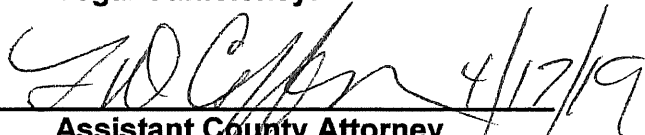
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Fund: MacArthur Foundation's Safety and Justice Challenge \$2M
 Unit: MacArthur Foundation \$2M FY18-FY19
 Grant: MacArthur Foundation

Departmental Fiscal Review:  3/4/19

III. REVIEW COMMENTS

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

 4/11/19
 OFMB
 4/16/19
 Contract Administration

B. Legal Sufficiency:
 4/17/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 8 day of April, 2019, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Racial Equity Institute (REI), a Limited Liability Company (LLC), authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 26-2299693.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of training on Implicit Bias and Systemic Racism as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Kristina Henson telephone no. 561-355-2314.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Megan Hayes-Bell telephone no. 336-362-3533.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on contract execution and complete all services by September 20, 2019.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of One Hundred and Seven Thousand Dollars (\$107,000.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

Attachment # 1
Page 1 of 17

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Thirteen Thousand and Five Hundred Dollars (\$13,500.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'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 consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT 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.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by the CONSULTANT 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 CONSULTANT'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.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

Attachment # 1
Page 3 of 17

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- D. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any

other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

Additional Insured CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o The Criminal Justice Commission
301 N. Olive Avenue, Suite 1001
West Palm Beach, FL 33401

- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT 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 Contract or due to the acts or omissions of CONSULTANT.

Attachment # 1
Page 5 of 17

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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.

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

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT 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 Contract. 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 the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate 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 in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kristina Henson, Executive Director
Palm Beach County 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.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Megan Hayes-Bell
454 Gorrell Street
Greensboro, NC 27406

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs

associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY. This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 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 CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the

Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- 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. The Consultant 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 contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant 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 the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant 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 the Consultant to comply with the requirements of this article shall be a material breach of this Contract. 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. Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 OR BY TELEPHONE AT 561-355-6680.

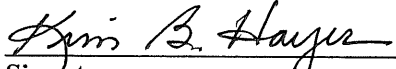
(Revised 7/1/18)

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:
BY KATHLEEN SCARLETT
DIRECTOR, PURCHASING DEPARTMENT

By: 
Kathleen Scarlett, Director

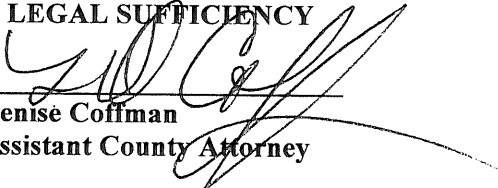
WITNESS:


Signature
RIM B. HAYES
Name (type or print)

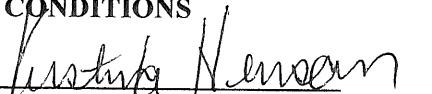
CONSULTANT:
RACIAL EQUITY INSTITUTE, LLC


Megan Hayes-Bell
Business Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Denise Coffman
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Kristina Henson, Executive Director
Criminal Justice Commission

Attachment # 1
Page 13 of 17

PURPOSE OF THE PROJECT

This is a system-wide training on implicit bias and systemic racism that is part of the Palm Beach County (PBC) Criminal Justice Commission's (CJC) broader objective to reduce racial and ethnic disparities within the local criminal justice system. This is specifically for employees in the criminal justice system within PBC who interact with the public and make important decisions that have great impact on people's lives. This system-wide approach is intended to create uniformity in training for PBC's criminal justice system with a foundation for improved community relations and to reduce disparities. This training is intended to help system employees recognize areas of practice where implicit bias and systemic racism can unknowingly influence discretionary decisions and result in unintended negative outcomes with the goal of transforming individual practices to improve racial equity. The training will focus on the potential impact of implicit bias and introduction of concepts that reduce potential harms. The Racial Equity Institute (REI) will conduct two-types of trainings to first introduce the concepts of implicit bias and systemic racism and secondly to target more in-depth training for selected individuals whose decisions greatly impact the lives of people involved in the system and the greater community.

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. PBC was one of twenty sites selected from across the country to participate in the Challenge with an award of \$2,000,000. This grant continued two years of planning grant activity that analyzed the drivers of the jail population, built data capacity, and developed a consensus-approach to craft strategies that address the greatest drivers of that population.

The implementation plan submitted to the MacArthur Foundation in June 2017 included a number of strategies to reduce jail use without compromising public safety and to identify and craft remedies to any racial and ethnic disparity found in the jail population. The following five main strategies and two supportive strategies aimed at reducing the jail population by 16.7% while addressing racial disparity and improving public safety:

1. Implement a pretrial assessment tool and enhance supervised release
2. Implement a text-based court reminder system to reduce failures to appear
3. Implement PalmFUSE for frequent utilizers of the jail, homeless and behavioral health systems
4. Realize case processing efficiencies for pretrial inmates
5. Identify and remedy racial and ethnic disparities
6. Build data capacity along with analysis and evaluation capabilities and tools

Statistical data shows an overrepresentation of minorities at various stages of the criminal justice system nationwide. PBC demographics show the estimated adult black population in 2017 was 19% of the total population, but represented 51% of the county jail population. The CJC has formed a Racial and Ethnic Disparity Team (R.E.D. Team) for the purpose of analyzing and reviewing data to identify potential causes of the disparate rate of minority populations in the County's jail. The Foundation has funded the W. Haywood Burns Institute to conduct on-site data-driven technical assistance to the R.E.D. Team to train CJC staff in how to analyze disparity using the relative rate index (RRI), how to identify disparity, and how to craft remedies. This R.E.D. Team will help guide the overall training plan in order to integrate it within the overall objectives.

THE TRAINING

Who is to be trained: This is a system-wide approach to train all criminal justice system employees with public contact (approximately 1,000 people) in PBC. The training shall be provided to the offices of the Public Defender, the State Attorney, the Judiciary, the Palm Beach Association of Criminal Defense Lawyers, the Office of Criminal Conflict and Civil Regional Counsel, the Clerk and Comptroller's Office, the Florida Department of Corrections Probation and Parole (felony probation), Professional Probation Services, Inc., (misdemeanor probation), the PBC Public Safety Department Pretrial Services Program, and any other system employees as identified by the CJC. In addition, a smaller number of sessions will be made available just for the community members.

What is to be trained: A total of 24 sessions involving 2 different training courses as defined by REI will be provided. 21 of the sessions will be the course entitled "**Implicit Bias and Its Role in Systemic and Institutional Racism**" which REI's describes as, "Institutions and organizations across the United States are challenged by inadequate progress in achieving diversity and equitable racial outcomes. This training program examines how our socialization impacts our thinking and actions often without our explicit knowledge and intent. Specifically, participants learn how our unconscious associations work to ensure cycles of disadvantage as well as advantage based on race. The training assists participants in asking the questions necessary to bring unconscious thinking into the conscious mind where it can be scrutinized and challenged. We discuss the development of practices and tools that can aid in checking and reducing implicit bias and its harmful impacts. Implicit bias training can be condensed to a half-day presentation or up to a two-day workshop with interactive exercises and practice."

Three of the sessions will be the "**Phase I Workshop: Foundational Training in Historical and Institutional Racism**" which REI describes as, "Even those who are concerned about racial disparities in all American systems and institutions are challenged in their understanding of how racism remains alive and well, advantaging some while harming others. REI's two-day Phase I training is designed to develop the capacity of participants to understand racism in its institutional and structural forms. Moving the focus from individual bigotry and bias, the Racial Equity Institute's Phase I workshop presents an historical, cultural, structural and institutional analysis of racism. With a clear understanding of how institutions, systems, and culture are producing unjust and inequitable outcomes, participants are better equipped to work for change. Phase I builds the capacity of participants to identify the root causes of disparity and establish goals and strategies based on that deeper understanding. Participants develop an analysis of institutional racism that helps their organization develop a common understanding of the problem and a common language to address it. This paradigm-shifting experience redefines issues of equity as they

manifest in systems and institutions today and the attendant actions of individuals who seek to address them. The Phase I Workshop is the foundation of our training and organizing strategy.”

Where the trainings will be held: All trainings will take place within the geographic area of Palm Beach County with REI trainers and trainees on site and in person. Where possible, trainings will take place within the offices of the agency whose staff are attending the training.

When the trainings will take place: All trainings will take place between execution of this contract and September 30, 2019.

Number of trainings and length of training: REI will conduct a total of 24 training sessions. 21 of these sessions will be the “Implicit Bias and Its Role in Systemic and Institutional Racism” training each of 3-hours in duration with 2 trainings per day, with 1 training being done for the community during a separate visit. Two of the trainings will be the “Phase I Workshop: Foundational Training in Historical and Institutional Racism” consisting of two eight-hour days in duration. The manner of training will be as follows:

- 5 site visits each including 2 days totaling 4 3-hour training sessions for a total of 20 sessions
- 1 site visit including 1 3-hour training sessions
- 3 site visits each including 2 8-hour days of training for a total of 3 sessions

Each site visit includes travel reimbursement for two trainers plus the cost of the training session as detailed in the “Exhibit B Budget and Payment Schedule”.

How the trainings will be conducted: CJC staff will coordinate between REI and the agencies for dates, times and locations, as well as, class room setup, audio-visual equipment needs and any other logistics. CJC staff will coordinate and pay for the provision of water and meals or snacks as appropriate. For the 3-hour sessions, the classes will composed participants of the same agency and class size will vary based on the needs of each agency. Once session will be for the community. For the 2 2-day Phase I trainings, the classes will be composed of participants from a variety of agencies and class size will be 40. There will also be one two-day Phase I training for the community.

EXHIBIT "B"

BUDGET AND SCHEDULE OF PAYMENTS

The Scope of Work to be completed by the Racial Equity Institute (REI) as defined in "Exhibit A" consists of 24 training sessions. Compensation for these trainings shall be in accordance with the following:

BUDGET

A total of \$107,000 shall be allocated from the MacArthur Foundation Safety and Justice Challenge Grant for this project. REI will provide two trainers for each training session. Costs for travel of these two trainers will be reimbursed based on actual receipts for travel. Estimated travel costs are included below:

	TRAINING	TRAVEL	SITE VISITS	COST
2 full days (4 3-hour Implicit Bias sessions)	\$10,000	\$1,500	5	\$62,500
2 full days (1 2-day Phase I session)	\$11,000	\$1,500	2	\$25,000
1 half-day community (3-hour Implicit Bias Session)	\$5,500	\$1,500	1	\$7,000
2 full days community (1 2-day Phase 1 session)	\$11,000	\$1,500	1	\$12,500
TOTAL COST				\$107,000

TERM: Contract execution through September 30, 2019

SCHEDULE OF PAYMENTS

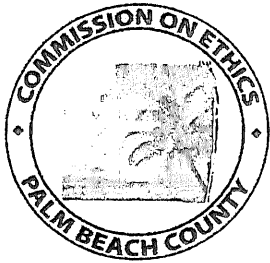
Payments to REI will be made on a monthly basis.

REI 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.

Backup documentation shall be submitted with each invoice to include:

1. Dates and types of trainings conducted in the invoice period;
2. The agencies and number of people trained for each agency for training session; and
3. Proof (receipts) of travel expenses including airline tickets, hotel, ground transportation and times of travel for the purpose of determining per diem. County PPM CW-F-009 provides for the following per diem allowances based on times of travel:
 Meals: Breakfast = \$7.00; Lunch = \$11.00; and Dinner = \$22.00

The County will not reimburse for rental vehicles but will reimburse for ground transportation to and from the airport and between the hotel and trainings. Receipts will be required to be attached to the monthly invoices.



Palm Beach County Commission on Ethics

Commissioners

Sarah L. Shullman, Chair
Bryan Kummerlen, Vice Chair
Michael S. Kridel
Rodney G. Romano
Peter L. Cruise

Executive Director
Mark E. Bannon

Honesty - Integrity - Character

February 7, 2019

Ms. Barbara Cheives
Converge & Associates Consulting
1977 Brandywine Rd. #203
West Palm Beach, FL 33409

Re: RQO 19-003
Advisory Board Waiver

Dear Ms. Cheives,

The Palm Beach County Commission on Ethics (COE) considered your request for an advisory opinion, and rendered its opinion at a public meeting held on February 7, 2018.

QUESTION:

Would a conflict of interest exist for you as a member of the Palm Beach County Criminal Justice Commission (CJC) if you were hired as a trainer by the Racial Equity Institute (REI), a vendor of Palm Beach County, to provide training as a part of a CJC project?

ANSWER:

The Palm Beach County Code of Ethics (Code) prohibits you from using your official position in any way to give a special financial benefit to you or your outside employer or business.¹ Further, the Code prohibits you from participating in or voting on any matter that will result in a special financial benefit being given to you or your outside employer or business.² Here, you would be prohibited from using your official position as a member of the CJC in any way to give a special financial benefit to yourself or to REI or from participating in or voting on a matter that would give a special financial benefit to you or REI.

Additionally, the Code prohibits an advisory board member from entering into any contract or transaction for goods or services with the county.³ This prohibition extends to all contracts or transactions between the county, and the official, directly or indirectly, or the official's outside employer or business. Here, if you accept the trainer position with REI, the Code prohibits you from remaining as a board member of the CJC unless an exception or waiver applies.

This contractual relationship prohibition may be waived by the Palm Beach County Board of County Commissioners (BCC) if the CJC is purely advisory.⁴ A purely advisory board is authorized to only make recommendations to another board or a government administrator. A board with any measure of final decision-making authority is not purely advisory. Based on the facts submitted, the CJC is purely advisory. The CJC is not authorized to make final decisions on matters without approval of the BCC or another government administrator. Here, the final decision-maker is one of the community stakeholders, such as the 15th Judicial Circuit Chief Judge, the Palm Beach County Sheriff, or the county's State Attorney. Therefore, a waiver would apply to this situation. A waiver will require the Palm Beach County Board of County Commissioners (BCC), upon full disclosure of the contract at a public meeting to waive the conflict on interest. If you were appointed by the entire BCC, or confirmation of your appointment was made by the entire board, an affirmative vote of a majority plus one of the total board membership is required. If you were appointed by only one member of the BCC, the

¹ §2-443(a)

² §2-443(c)

³ §2-443(d)

⁴ §2-443(e)

300 North Dixie Highway, Suite 450, West Palm Beach, FL 33401 561.355.1915 FAX: 561.355.1904

Hotline: 877.766.5920 E-mail: ethics@pbcgov.org

Website: palmbeachcountyethics.com

Attachment # 2

Page 1 of 3

appointing board member alone can waive this conflict of interest. Thus, as long as the conflict of interest in having a contractual relationship with REI is waived, the Code does not prohibit you from working as a trainer for REI while serving as a CJC member.

FACTS:

You are a member of the CJC, which has 32 members. You are one of the ten private sector business leaders nominated by the Economic Council of Palm Beach County and appointed by the BCC to serve three-year terms. According to the Criminal Justice Commission Ordinance, the BCC gave the CJC a broad scope of authority to coordinate all aspects of the criminal justice systems in the county on the federal, state, and local level. Among its authority is the ability to establish task forces or subcommittees to study in detail key aspects of programs and systems within the scope of the CJC as well as the authority to review, research, and evaluate those existing systems and programs. The CJC is also able to implement and oversee programs within the scope of the CJC.

In your private capacity, you own a business, Converge Associates and Consulting, which provides cultural competency training. In addition, you have also become a qualified trainer for the Racial Equity Institute which provides training and consulting around the United States to create racially equitable organizations and systems.

At the CJC's meeting on May 22, 2017, members discussed the MacArthur Foundation Safety and Justice Challenge Grant application that included funds for implicit bias training and gave CJC staff direction to submit the application. You were not in attendance at that meeting. On June 1, 2017, CJC staff submitted a grant application to the MacArthur Foundation that included funds for implicit bias training. No vendor was identified at that time, and you were not yet certified as a trainer for REI. On October 2, 2017, the CJC was awarded two million dollars by the MacArthur Foundation to be an implementation site in their Safety and Justice Challenge.

Palm Beach County through the CJC is entering into a contract with REI using the MacArthur Foundation grant funds to provide implicit bias training to all of the criminal justice employees in Palm Beach County who have public contact or make serious decisions affecting people's lives. The training provided by REI is a process of awareness about systemic racism that is taught through interactive learning and exercises that help participants understand the importance of their decisions. CJC members did not vote on the vendors or the final contracts with the vendors. That authority was delegated to the CJC Executive Director who follows the county's purchasing code. The CJC does have the authority to make policy-setting recommendations regarding this contract and to provide oversight of this contract, if needed, even though it is not currently doing so.

REI's cost to Palm Beach County for four three-hour sessions over a two-day period is \$11,000 plus travel costs for their trainers. There will likely be about seven two-day training sessions in 2019. Palm Beach County will pay REI directly who will then pay their trainers per their internal practices. You have been selected by REI to provide the training sessions for compensation as part of a CJC project. There will likely be 20 or more training sessions in 2019, which some of which members of the CJC will likely attend.

The CJC Executive Director after consulting the County Attorney's Office has confirmed that the CJC is purely advisory and does not have the authority to make final decisions. When the CJC researches areas in the criminal justice system locally and brings together stakeholders to discuss problems and make recommendations, those recommendations go through the CJC's committees, to the CJC board, and then to the final authority over the area, such as the Chief Judge, the Sheriff, or the State Attorney. The CJC does not have any final decision-making authority over these areas.

LEGAL BASIS:

The legal basis for this opinion is found in §2-443(a), §2-443(c), §2-443(d), and §2-443(e) of the Code:

Sec. 2-443. Prohibited Conduct.

- (a) **Misuse of public office or employment.** An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

- (1) Himself or herself;
- (4) An outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business;
- (c) **Disclosure of voting conflicts.** County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a State of Florida Commission on Ethics Conflict Form 8B pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 88, the official shall submit a copy of the completed form to the county commission on ethics. Officials who abstain and disclose a voting conflict as set forth herein, shall not be in violation of subsection (a), provided the official does not otherwise use his or her office to take or fail to take any action, or influence others to take or fail to take any action, in any other manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, as set forth in subsections (a)(1) through (7).
- (d) **Contractual relationships.** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. This prohibition shall not apply to employees who enter into contracts with Palm Beach County or a municipality as part of their official duties with the county or that municipality. This prohibition also shall not apply to officials or employees who purchase goods from the county or municipality on the same terms available to all members of the public. This prohibition shall also not apply to advisory board members provided the subject contract or transaction is disclosed at a duly noticed public meeting of the governing body and the advisory board member's board provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction.
- (e) **Exceptions and waiver.** The requirements of subsection (d) above may be waived as it pertains to advisory board members where the advisory board member's board is purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. No waiver shall be allowed where the advisory board member's board is not purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. Waiver may be effected by the board of county commissioners or by the local municipal governing body as applicable upon full disclosure of the contract or transaction prior to the waiver and an affirmative vote of a majority plus one (1) of the total membership of the board of county commissioners or the local municipal governing body as applicable. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after full disclosure of the contract or transaction at a public hearing, by the appointing person.

This opinion construes the Palm Beach County Code of Ethics Ordinance and is based upon the facts and circumstances that you have submitted. The COE does not investigate the facts and circumstances submitted but assume they are true for purposes of this advisory opinion. This opinion is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-355-1915 if I can be of any further assistance in this matter.

Sincerely,



Mark E. Bannon,
Executive Director

CEK/gal