

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures					
Grants and Aids	\$62,464				
External Revenues	(\$62,464)				
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 MFC21 Program 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 Safety and Justice Challenge

Departmental Fiscal Review: _____ *[Signature]* 1/5/19

III. REVIEW COMMENTS

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

[Signature] 1/8/20
 OFMB *[Signature]* 1/8/20
 Contract Administration
 1/8/20

B. Legal Sufficiency:

[Signature]
 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 made the 25th day of ~~SEPTEMBER~~ 2019 by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the State Attorney's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY"), whose FEIN ID is 65-1150231.

WITNESSETH:

WHEREAS, on January 23, 2018 the COUNTY, through its Criminal Justice Commission (CJC), and the ENTITY entered into an Interlocal Agreement (R2018-0100) (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 are to create and fill a position titled Public Safety Specialist to work full time on aspects of the John D. and Catherine T. MacArthur Foundation 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

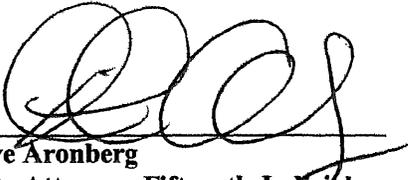
WHEREAS, the Interlocal Agreement expires on September 30, 2019, and the parties have agreed to extend the Agreement for one year to September 30, 2020.

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

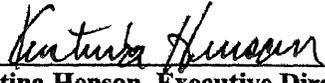
- I. The term of the Agreement is extended to September 30, 2020 for an additional cost of Sixty Two Thousand, Four Hundred and Sixty Four Dollars \$(62,464). The source of the additional \$62,464 is from previously received grant funding which is reallocated for this purpose.
- II. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by replacing Exhibit "B" with Exhibit "B-1" attached hereto and incorporated herein by reference.
- III. 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 State Attorney's Office of the Fifteenth Judicial Circuit (ENTITY) has hereunto set its hand the day and year above written.

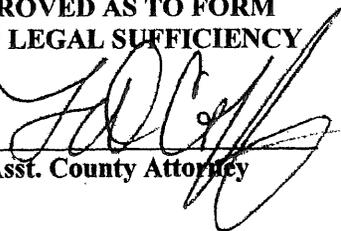
STATE ATTORNEY'S OFFICE,
FIFTEENTH JUDICIAL CIRCUIT

By: 
Dave Aronberg
State Attorney, Fifteenth Judicial
Circuit

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

By: 
Kristina Henson, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Asst. County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

EXHIBIT "B-1"
BUDGET AND SCHEDULE OF PAYMENTS

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

TIMEFRAME

Contract execution to September 30, 2020.

BUDGET

A total of \$124,000 has initially been allocated from the MacArthur Foundation Safety and Justice Challenge Core Site Grant to fund the Public Safety Specialist position and office equipment as set forth in this contract. An additional sum of \$62,464 has been allocated from said grant to fund the position through September 30, 2020.

SCHEDULE OF PAYMENTS

Payments to ENTITY will be made on a quarterly basis for 4 Quarters with the final invoice due October 5, 2020. ENTITY will send an invoice to the County's Representative by the 5th of the month following the end of each quarter. Quarters will be deemed as follows:

- 1st Quarter – September 2019 through December 2019 – Invoice due January 5, 2020
- 2nd Quarter – January 2020 through March 2020 – Invoice due April 5, 2020
- 3rd Quarter – April 2020 through June 2020 – Invoice due July 5, 2020
- 4th Quarter – July 2020 through September 2020 – Invoice due October 5, 2020

Backup documentation shall be submitted with each invoice to include proof of personnel expenses such as time cards, pay stubs, or other such documentation that shows payment made for the position and evidence of hours worked in the performance of the Scope of Services as described in this Agreement. Specific work performed will not be required for payment purposes. ENTITY

agrees to submit a quarterly report including the number of warrants reviewed and the number of warrants resolved without use of the county jail facility.

**THIRD AMENDMENT
to Interlocal Agreement**

THIS THIRD AMENDMENT is dated Sept 30, 2019, by and between Palm Beach County a Political Subdivision of the State of Florida, hereinafter referred to as the "County" and Florida State University (College of Criminology and Criminal Justice) for and on behalf of its Board of Trustees, hereinafter referred to as "FSU", whose Federal I.D. is 59-1961248.

WITNESSETH:

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

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

WHEREAS, on December 5, 2017, the County through its CJC, and FSU entered into a First Amendment to the Agreement (R2017-1843) to extend the term to add the next phase of data analysis, research and evaluation, and to increase the Agreement by One Hundred and Sixty Thousand Dollars (\$160,000); and

WHEREAS, on February 13, 2019, the County through its CJC, and FSU entered into a Second Amendment to the Agreement (R2019-0454) for additional research support through a doctor of philosophy ("PhD") student with an increase to the Agreement of Fifteen Thousand Nine Hundred and Sixty One Dollars (\$15,961); and

WHEREAS, the parties have agreed to extend the term of this Agreement to December 31, 2019, to provide time to complete the work herein.

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

- I. Section 4 (Effective Date/Term) of the Agreement is amended to make the expiration date December 31, 2019. All other references in the Agreement to September 30, 2019 are hereby replaced by December 31, 2019.
- II. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended to delete Exhibits "A", "A-1" and "A-2", and add new Exhibit "A-3". Payments shall be made according to Exhibit "A-3".
- III. All other provisions of the Agreement not in conflict with this Third 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 Second Amendment on behalf of the County, and FSU has hereunto set its hand the day and year above written.

FLORIDA STATE UNIVERSITY

By: Catherine Streisinger
Dr. Gary Ostrander, VP of Research

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

By: Kristina Henson
Kristina Henson, Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]

EXHIBIT A-3

Descriptive Statistics of Pretrial Releases from the Palm Beach County Jail for the Palm Beach County Criminal Justice Commission

Scope of Work

I. Data Collection

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

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

II. Data Analysis

The empirical data will be analyzed to create descriptive statistics over a period of time as determined in consultation with CJC staff, on various inputs and outcomes of the Palm Beach County jail population including:

1. inmates detained on a pretrial status
2. inmates released pretrial
3. success rates based on failure to appear (FTA) and new criminal activity (NCA) for pretrial releases by type of release, i.e., SOR, ROR, Bond
4. judicial decisions regarding pretrial release by race
5. use and amount of monetary bond for pretrial releases,
6. jail admissions for violation of probation (VOP) and FTAs
7. average length of stay (ALOS) for VOPs and FTAs
8. use and impact of indigent services (drug testing and bus passes) among pretrial releases ordered to Supervised Own Release Program
9. Impact on ALOS for those pretrial inmates with contact by the Client Navigator

III. Deliverables

Deliverables: Year 2 Quarter 2	Payment Number	Payment Amount
Conduct an initial site visit to meet with the project partners and review data	1	\$5320.33
Work with the PB-CJC in identifying desired project outcomes/goals		
Work with the PB-CJC to assess the availability of data needed to complete the project goals		
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
Deliverables: Year 2 Quarter 3	Payment Number	Payment Amount
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	2	\$5320.33
Provide general descriptive statistics of the PBC jail population		
Provide descriptive statistics of those individuals who were released pretrial from the PBC jail		
Provide descriptive statistics on the use and amount of bond for pretrial releases		
Deliverables: Year 2 Quarter 4	Payment Number	Payment Amount
Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed	3	\$5320.33
Provide descriptive statistics on the use of the pretrial risk management matrix and judicial decisions regarding pretrial release		
Provide descriptive statistics on jail admissions for violation of probation and failure to appear		
Provide descriptive statistics on jail admissions for violation of probation and failure to appear		
Provide baseline descriptive statistics on the use and impact of drug testing and bus passes among pretrial releases		
Provide descriptive statistics on those individuals who were released pretrial and were not sentenced to incarceration		

IV. Schedule of Payments

The total compensation for the project is \$205,961. \$15,961 will be paid throughout the contract period based on the time interval outlined in the table below. FSU understands and agrees to submit invoices and required documentation within 30 days following the end of the preceding quarter as outlined below. FSU understands and agrees that the quarterly invoice amount shall not exceed the total cost allocated per quarter amount shown below. Travel in support of the project is included in the total compensation/quarterly billing schedule and amounts. The final payment will not be paid until all deliverables are met.

This work will be completed by December 31, 2019.

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

The Scope of Work to be completed by FSU as defined in Exhibit "A-3" consists of key deliverables and collaboration with project partners. Deliverables shall be verifiable and defined as participation in activities and events as measured by: completion of assigned project tasks, meetings/training attended, and participation in teleconference calls or web-based events.

FIRST AMENDMENT
to Contract For Consulting/Professional Services

THIS FIRST AMENDMENT is made the 8th day of November, 2019 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "COUNTY") and Uptrust, Inc., (hereinafter "CONSULTANT"), whose FEIN ID is 47-3356062.

WITNESSETH:

WHEREAS, on November 8, 2018 the COUNTY through its Criminal Justice Commission (the "CJC"), and the CONSULTANT entered into a Contract for Consulting/Professional Services (R-2019-0127) (the "Contract"); and

WHEREAS, the ENTITY'S responsibilities under the Agreement are to provide professional/consultation services in the area of text based court reminders, as more specifically set forth in the Scope of Work detailed in Exhibit "A" of the Contract; and

WHEREAS, the Contract expires on November 18, 2019, and the parties have agreed to extend the Contract to February 29, 2020.

NOW THEREFORE, the above-named parties hereby mutually agree to amend the Contract as follows:

- I. The foregoing recitals are incorporated herein by reference.
- II. The parties acknowledge the receipt of consideration in the amount of Ten Dollars (\$10.00) plus other good and valuable consideration, the receipt of which is hereby expressly acknowledged.
- III. The term of the Contract is extended to January 31, 2020 at no additional cost.
- IV. All other provisions of the Contract 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 Contract.

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

CONSULTANT:
UPTRUST, INC.

By: _____

Jacob Sills, CEO

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

By: _____

Kathleen Scarlett, Director, Purchasing Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Denise Coffman
Deputy County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

Kristina Henson
Executive Director, Criminal Justice Commission