

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: June 15, 2021	<input checked="" type="checkbox"/> [ X ]	Consent	<input type="checkbox"/> [ ]	Regular
	<input type="checkbox"/> [ ]	Ordinance	<input type="checkbox"/> [ ]	Public Hearing

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Justice Services

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: executed fourth Amendments with the Fifteenth Judicial Circuit Court (Court) which adds language certifying that providers will utilize the U.S. Department of Homeland Security's (DHS) E-Verify system:


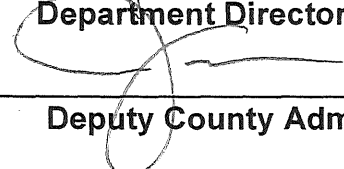
- A. Fourth Amendment to Agreement for Expert Psychological or Professional Services in Adult and/or Juvenile Criminal Matters, Agreement #R2017-1383; and
- B. Fourth Amendment to Agreement for Expert Psychological or Professional Services in Guardianship/Examining Committee Matters, Agreement #R2017-1384.

**Summary:** The Court has an agreement for services with the Division of Justice Services' Court Psychology Office to provide and be compensated for court-ordered forensic evaluations and testimony services. The original agreement was signed for the period July 5, 2017 through June 30, 2019. The first amendment extended the contract to December 31, 2019, the second amendment extended the contract to June 30, 2020, and the third amendment extended the contract to June 30, 2021. This Fourth Amendment adds language certifying that providers agree to utilize the DHS E-Verify system to verify the employment eligibility of all new employees hired during the term of these Agreements. The Board of County Commissioners approved Agenda Item, R2005-0792 authorizing the County Administrator or designee to sign agreements to provide psychological services to the Court. The Fourth Amendments have been approved and signed for legal sufficiency by the County Attorney's Office. Countywide (SF)

**Background and Justification:** These agreements compensate the County Court Psychology Office for the contractual services provided to the Court such as competency and psychological evaluations for adult and juvenile criminal matters, psychological evaluations for child welfare and family court cases, and appointment as an examining committee member relating to guardianship matters. Pursuant to section 448.095, Florida Statutes, that became effective on January 1, 2021, the court added language certifying that providers agree to utilize the DHS E-Verify system.

**Attachments:**

- 1. Fourth Amendment to Agreement for Expert Psychological or Professional Services in Adult and/or Juvenile Criminal Matters
  - 2. Fourth Amendment to Agreement for Expert Psychological or Professional Services in Guardianship/Examining Committee Matters
- =====

Recommended By:		5/7/21
	Department Director	Date
Approved By:		6/1/21
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

# 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 0001 Dept. 660 Unit 5226 Obj. varies Prog. \_\_\_\_\_  
Rev No: Fund 0001 Dept. 660 Unit 5226 Rev. 4900 Prog. \_\_\_\_\_

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

There is no additional fiscal impact. This amendment is only adding language certifying that providers will utilize DHS E-Verify system pursuant to Florida Statute 448.095.

C. Departmental Fiscal Review: [Signature] 5/31/21

III. REVIEW COMMENTS

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

[Signature] 5/12/21  
OFMB 5/11/21 UM  
5/11

[Signature] 5/24/21  
Contract Dev. And Control  
5-24-21 TW

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.

Agreement # 15007NSAMENDMENT No.: 4

**THIS AMENDMENT** entered into between the Fifteenth Judicial Circuit, hereafter referred to as the “Court” and **PALM BEACH COUNTY BOCC**, hereafter referred to as the “Provider”, shall amend and become part of contract **15007NS**, hereafter referred to as the “Agreement”.

The Parties entered into the Agreement on **May 6, 2020** for the Provider to provide services to the Court and to provide a means for the Court to pay for these services. It is necessary to amend the Agreement to ensure compliance with a statutory provision that became effective on January 1, 2021.

To that end, Section IV in the Agreement is amended to add:

**E-Verify Requirements:** Provider agrees to utilize the U.S. Department of Homeland Security’s (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. In order to implement this provision, Provider shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager along with the required signed contractual documents and annually thereafter. If Provider is unable to register to utilize the DHS E-Verify system because it is a sole proprietor with no employees, then the Provider must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted to the Court for approval along with the required signed contractual documents.

Provider shall also include a requirement in all subcontracts that the subcontractors shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. Prior to allowing a subcontractor to provide any services contemplated under this Agreement, Provider shall provide the Court with a copy of the subcontractor’s DHS MOU and an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens, and provide both documents annually thereafter. If a subcontractor is unable to register to utilize the E-Verify system because it is a sole proprietor with no employees, then the subcontractor must complete a registration waiver affidavit certifying the reason for non-registration which Provider must submit to the Court for approval before allowing subcontractor to provide services contemplated under this Agreement and annually thereafter.

After the execution of the initial Agreement, Provider shall provide the Court with both the MOU or registration waiver affidavit and corresponding affidavits for each subcontractor performing services under this Agreement, and on an annual basis thereafter.

Pursuant to section 448.095(2)(c), Florida Statutes, violation of this provision shall constitute grounds for the Court to immediately and unilaterally terminate this Agreement. Pursuant to section 448.095(2)(f), Florida Statutes, Provider shall be liable

for any additional costs incurred by the Court as a result of the termination of this Agreement for such a violation.

The Amendment shall begin on the date on which the Amendment is signed by the last party required to sign it, and expire with the original Agreement, unless altered by future amendments.

All provisions in the Agreement and any attachment thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Agreement.

This Amendment is hereby made a part of contract # 15007NS.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page Amendment to be executed by their duly authorized officials herein.

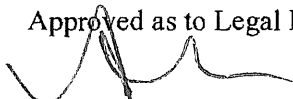
**THE FIFTEENTH JUDICIAL CIRCUIT**



Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy, Suite 5.2500  
West Palm Beach, FL 33401  
(561) 355-2431

Date: 4/13/2024

Approved as to Legal Form and Sufficiency by:

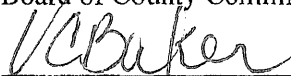


April Bristow  
General Counsel  
205 N. Dixie Hwy, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(561) 355-2431

Date: 4/13/2024

**PROVIDER:**


Palm Beach County, Florida, By its  
Board of County Commissioners



Verdenia C. Baker, County Administrator  
Address: 301 N. Olive Ave., 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: (561) 355-6726  
Employee I.D. Number – 59:6000785


Date: 4/7/21

Approved as to Legal Form and Sufficiency

BY:   
Title: Shannon Fox, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

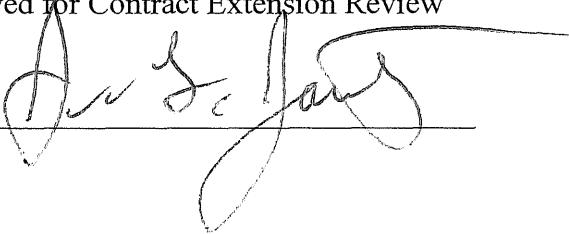
Date: 3/12/21

Approved as to Terms and Conditions

BY:   
Stephanie Sejnoha  
Director, Public Safety Department

Date: 4/2/21

Approved for Contract Extension Review

BY: 

Date: 4/29/21

-Not valid until signed and dated by all parties.-

Agreement # 15007NTAMENDMENT No.: 4

**THIS AMENDMENT** entered into between the Fifteenth Judicial Circuit, hereafter referred to as the “Court” and **PALM BEACH COUNTY BOCC**, hereafter referred to as the “Provider”, shall amend and become part of contract **15007NT**, hereafter referred to as the “Agreement”.

The Parties entered into the Agreement on **May 6, 2020** for the Provider to provide services to the Court and to provide a means for the Court to pay for these services. It is necessary to amend the Agreement to ensure compliance with a statutory provision that became effective on January 1, 2021.

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All provisions in the Agreement and any attachment thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Agreement.

This Amendment is hereby made a part of contract # **15007NT**.


IN WITNESS WHEREOF, the parties hereto have caused this two (2) page Amendment to be executed by their duly authorized officials herein.

**THE FIFTEENTH JUDICIAL CIRCUIT**

  
\_\_\_\_\_  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy, Suite 5.2500  
West Palm Beach, FL 33401  
(561) 355-2431

Date: 4/3/2021


Approved as to Legal Form and Sufficiency by:

  
\_\_\_\_\_  
April Bristow  
General Counsel  
205 N. Dixie Hwy, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(561) 355-2431

Date: 4/13/21

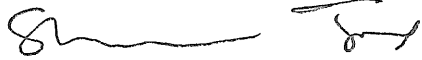
PROVIDER:

Palm Beach County, Florida, By its  
Board of County Commissioners

  
\_\_\_\_\_  
Verdenia C. Baker, County Administrator  
Address: 301 N. Olive Ave., 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: (561) 355-6726  
Employee I.D. Number – 59:6000785


Date: 4/7/21

Approved as to Legal Form and Sufficiency

BY:   
Title: Shannon Fox, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

Date: 3/12/21

Approved as to Terms and Conditions

BY:   
Stephanie Sejnoha  
Director, Public Safety Department

Date: \_\_\_\_\_

Approved for Contract Extension Review

BY: 

Date: 4/29/21

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