

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Criminal Justice Commission  
Submitted By: Criminal Justice Commission

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

**A) approve** a Memorandum of Understanding with The Florida State University, College of Criminology and Criminal Justice Center for Criminology and Public Policy Research (FSU Center), to formally recognize the collaboration between the Criminal Justice Commission and FSU Center to conduct policy/practice-relevant research in Palm Beach County.

**B) approve** an Interlocal Agreement with the FSU Center for the period of July 1, 2021 through December 31, 2021, in an amount not to exceed \$30,358 to provide research and evaluation services in support of the development and implementation of the MacArthur Foundation's Safety and Justice Challenge regarding changes in bail practices during the COVID-19 pandemic to determine their impact on first appearance rates and public safety.

**C) authorize** the County Administrator or her designee to execute any amendments relating to this agreement on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office and within budgeted allocations.

**Summary:** In 2017, the John D. and Catherine T. MacArthur Foundation, under its Safety and Justice Challenge (SJC), awarded a multi-year grant totaling \$3,475,000 to Palm Beach County. The purpose of the grant award is to support the County, through its Criminal Justice Commission, in implementing its comprehensive reform strategies to reduce jail populations and racial and ethnic disparities in the jails (R 2017-1709) and (R2020-0485). The FSU Center will provide research and evaluation expertise on the SJC strategies; specifically to examine the impact of an administrative order issued by the 15<sup>th</sup> Judicial Circuit Court in response to COVID-19 pandemic.

**Background and Justification:** Palm Beach County is one of twenty-seven sites selected from across the country to participate in the MacArthur Foundation's Safety and Justice Challenge. Given the Safety and Justice Challenge focus on data driven policymaking and the significant role research plays in safely and effectively reducing jail population, this MOU and Interlocal Agreement is vital to the Criminal Justice Commission's work. The FSU Center is an approved member (contractor) of the MacArthur Foundation, Safety and Justice Challenge Research Consortium, which is created to ensure a highly qualified pool of vetted researchers are available and committed to advancing the research agenda of the Safety and Justice Challenge initiative.

- Attachments:**  
1) MOU with FSU Center  
2) Interlocal Agreement

Recommended by:  8/18/21  
Department Director Date

Approved by:  9/2/2021  
County/Deputy/Assistant 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	_____	_____	_____	_____	_____
Grants & Aids	\$11,772	\$18,586	_____	_____	_____
External Revenues	(\$11,772)	(\$18,586)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	\$0	\$0	_____	_____	_____

# 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 Dept. 762 Unit 7714 Obj. 8101  
 Rev No: Fund 1512 Dept. 762 Unit 7714 Rev. 6694

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

**Grant:** MacArthur Foundation Safety and Justice Challenge  
**Fund:** 1512 – MacArthur Foundation’s Safety and Justice Challenge \$2M Fund  
**Department:** 762 – Public Safety  
**Unit:** 7714 – MacArthur Foundation \$2M FY18-FY19

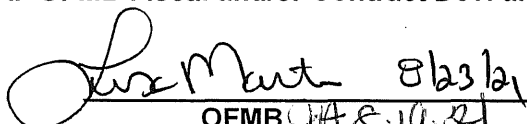
The MacArthur grant is due to expire September 30, 2021. However, a Grant Adjustment Notice is being approved to extend the grant period in order to fully utilize all grant funding. The approval of this Interlocal Agreement is part of the plan to spend down all grant funding.

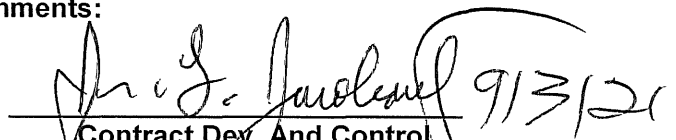
 Digitally signed by Mariana Diaz  
 DN: DC=org, DC=pbogov,  
 OU=Enterprise, OU=PSD,  
 OU=Users, CN=Mariana Diaz,  
 E=MDiaz@pbogov.org  
 Date: 2021.08.18 14:53:22-04'00'

C. Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

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

 8/23/21  
 OFMB 9/18/21 CM  
 8/23

 9/3/21  
 Contract Dev. And Control  
 9-27-21 TW

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**RESEARCH-POLICY MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**PALM BEACH COUNTY**  
AND  
**THE FLORIDA STATE UNIVERSITY**  
**COLLEGE OF CRIMINOLOGY AND CRIMINAL JUSTICE**  
**CENTER FOR CRIMINOLOGY AND PUBLIC POLICY RESEARCH**

This Memorandum of Understanding (MOU) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Florida State University College of Criminology and Criminal Justice Center for Criminology and Public Policy Research, authorized to do business in the State of Florida, hereinafter referred to as the FSU CENTER, whose Federal I.D. is 59-1961248

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

**ARTICLE 1 – POLICY/PRACTICE RELEVANT RESEARCH**

The COUNTY, through its Criminal Justice Commission (CJC), and the FSU CENTER's responsibilities under this MOU are to collaborate regarding policy/practice relevant research as more specifically set forth in this MOU.

The COUNTY'S representative/liaison during the performance of this MOU shall be Regenia Herring, telephone no. (561)355-2314.

The FSU CENTER'S representative/liaison during the performance of this MOU shall be Thomas Blomberg, telephone no. (850)644-4050.

**ARTICLE 2 - SCHEDULE**

This MOU will take effect on the date on which it is signed by both parties, whichever signing date is later. This MOU will remain in effect until terminated in accordance with Article 3.

**ARTICLE 3 - TERMINATION**

This MOU may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice.

**ARTICLE 4 - PURPOSE OF THE MEMORANDUM OF UNDERSTANDING**

The COUNTY, through the Criminal Justice Commission (CJC), and the FSU CENTER have a nearly 30-year history of collaboration on criminal justice research and policy projects. The purpose of this document is to formally recognize a researcher-practitioner/policymaker MOU between the CJC and FSU CENTER. This document establishes this MOU for the purposes of conducting policy/practice-relevant research in Palm Beach County. This document recognizes the lasting collaborative working relationship between the CJC and FSU CENTER, ensuring that this MOU, promotes open communication, facilitates cooperative research, and provides for the mutual benefit of both partners. This is not a mutually exclusive relationship and each entity is free to

conduct business and research projects with other entities as it deems appropriate. Each party must agree to the terms and conditions of any proposed research project by separate written agreement.

**ARTICLE 5 – HISTORY BETWEEN THE CJC AND FSU CENTER**

In the early 1990s, the CJC received federal funding for the implementation of Weed and Seed initiatives in several high crime areas across Palm Beach County. As a result, the CJC contacted the FSU CENTER to conduct an evaluation of their Weed and Seed initiatives. This evaluation project provided the foundation for the lasting relationship between the CJC and FSU CENTER.

In the years since, the CJC and FSU CENTER have completed more than twenty criminal justice research and policy/practice studies. Collectively, these studies have involved numerous agencies and personnel from Palm Beach County and FSU faculty members and PhD students. The collaboration has consisted of several activities, including: grant proposal writing and project designs, project implementation and evaluation, final reports, co-authored peer-reviewed journal articles, and research and policy presentations to national audiences and county government officials. The collaboration between the CJC and FSU CENTER has resulted in many important modifications and advancements to criminal justice policy and practice in Palm Beach County.

The long-standing work between the CJC and FSU CENTER provided the infrastructure and basis for the data-driven policy analysis and decision-making model that the CJC currently utilizes. For instance, through the various collaborative research and policy studies, the CJC has developed the capacity, relationships, and direct access to jail and court data to provide local policymakers with empirical evidence.

**ARTICLE 6 – GOALS AND OBJECTIVES OF THIS MOU**

This MOU, as established through this document, provides for the formalization of the relationship between COUNTY, through the CJC, and FSU CENTER. The overarching goal of this MOU is to advance the missions of both the CJC and FSU CENTER through collaboration and rigorous empirical research conducted on a variety of mutually agreed-upon criminal justice topic areas. As such, the specific research agendas and projects will develop and evolve overtime. However, the research projects will meet the objectives of both parties by (1) providing for the continued capacity for the CJC to conduct timely policy-relevant data analyses, with the ultimate goal of strengthening the criminal justice system in Palm Beach County, and (2) providing the FSU CENTER with the ability to meaningfully impact policy and practice through state-of-the-art research involving faculty members and providing unique opportunities for graduate students to become involved in policy-relevant research. The formal establishment of this MOU will also strengthen the parties' position to secure external grant funding for criminal justice programs and evaluations.

The specific missions and objectives of the CJC and FSU CENTER are described below.

*Mission and Objectives of the CJC*

The CJC was established to study all aspects of the criminal justice and crime prevention systems within Palm Beach County. To accomplish this mission, the CJC seeks to cultivate and enrich local criminal justice practice, policy, and program development by developing collaboratives between criminal justice and related agencies. The CJC has three primary objectives: (1) to provide overall

coordination to law enforcement and crime prevention efforts in the county; (2) to provide an efficient, cost effective and timely criminal justice system in the county; and (3) to affect the reduction of crime in the county on a permanent basis.

To meet these objectives, the CJC, has been charged with several directives, including (but not limited to): (1) reviewing, researching, and evaluating existing systems and programs within the scope of the Criminal Justice Commission; (2) establishing task forces or subcommittees to study in detail key aspects of programs and systems within the scope of the CJC; (3) making recommendations on modifying, creating or abolishing public and private systems and programs within the scope of the CJC; (4) making recommendations on modifying, creating or abolishing legislation, ordinances, or regional or county-wide comprehensive plans dealing with systems and programs within the scope of the CJC; (5) assisting with the consolidation of systems and programs within the scope of the CJC when approved by the Board of County Commissioners.

#### *Missions and Objectives of the FSU CENTER*

The FSU CENTER's primary missions are to expand the influence of scholarship on public policy and to promote evidence-based criminal justice policymaking and practice at the local, state, and national levels. The FSU CENTER facilitates and supports data collection and research initiatives that simultaneously advance the academic discipline of criminology and criminal justice policy and practice. Specifically, the FSU CENTER's objectives are to: (1) obtain and maintain external funding that supports policy-relevant research; (2) conduct rigorous policy and practice-relevant empirical research; (3) contribute to the discipline of criminology through theoretically-relevant and methodologically sound research; (4) disseminate and promote evidence-based research that informs policy and practice at the national, state, and local levels; and (5) provide opportunities for students to participate in research and policy and practice-related activities.

#### *Alignment of Parties Missions and Objectives*

The missions and objectives of the COUNTY, through the CJC, and FSU CENTER align well with one another and will be significantly advanced through the establishment of this MOU. Specifically, this MOU will provide the CJC with direct access to highly-qualified criminological researchers that will collaborate with the CJC on writing grant proposals and carrying out research projects to evaluate and further improve the County's criminal justice system. This MOU will provide the FSU CENTER with a credible standing to pursue external funding, access to data needed for research, and opportunities to engage graduate students in research and policy/practice, while simultaneously conducting research that will advance the discipline of criminology and criminal justice practice.

#### **ARTICLE 7 – ROLES AND RESPONSIBILITIES OF PARTIES**

The COUNTY, through the CJC, and the FSU CENTER agree to collaboratively apply for grant funding, engage in research projects that advance the mission of both parties, and jointly complete publications. The specific responsibilities, tasks, and deliverables for each collaborative research study will be agreed upon on a case-by-case basis. Each party must agree to the terms and conditions of any proposed research project by separate written agreement. In addition, specific protocol for obtaining human subjects and institutional review board approval and data security and use will be outlined in agreements for each individual research study.

**ARTICLE 8 - MANAGEMENT**

The parties have identified the following individuals as Managers. These individuals are responsible for ensuring the mission and objectives of this MOU are met.

*For the Palm Beach County CJC*  
Regenia Herring  
Executive Director  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401  
(561) 355-2314

*For the FSU CENTER*  
Thomas G. Blomberg  
Executive Director  
112 South Copeland Street  
Tallahassee, FL 32306  
(850)644-4050

**ARTICLE 9 – REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this document to determine whether its purpose, mission and objectives remain appropriate. The parties agree to reevaluate this MOU if it is mutually determined that changes are necessary.

**ARTICLE 10 – LIABILITY**

Each party to this MOU shall be liable for its own action and negligence to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statute, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for such other party's negligent, willful and or intentional acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity.

**ARTICLE 11 – COMPLIANCE**

Both parties agree to comply with all state, local, and federal laws, ordinances and regulations as it relates to this MOU.

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

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

DocuSigned by:  
*Jenn Garye*  
\_\_\_\_\_  
03F5013B48BD41A  
Signature

Jenn Garye  
\_\_\_\_\_  
Name (type or print)

DocuSigned by:  
*Wilson Audrey*  
\_\_\_\_\_  
FAF09853225C41A  
Signature

wilson Audrey  
\_\_\_\_\_  
Name (type or print)

FSU CENTER:

Florida State University  
\_\_\_\_\_  
Company Name

DocuSigned by:  
*Kerry Peluso*  
\_\_\_\_\_  
C6A3D02894E1444  
Signature

\_\_\_\_\_  
Typed Name  
Associate VP for Research Admin.  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By *Jean-Adel Williams*  
\_\_\_\_\_  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By *Regan Henry*  
\_\_\_\_\_  
Department Director

## INTERLOCAL AGREEMENT

This Interlocal Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the FLORIDA STATE UNIVERSITY (College of Criminology and Criminal Justice), for and on behalf of its Board of Trustees, (hereinafter "FSU"), whose FEIN ID is 59-1961248 and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, FSU's responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

#### **Section 1. Purpose**

The purpose of this Agreement is collect and share professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

#### **Section 2. Definitions**

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Party or Parties" means FSU and COUNTY.

#### **Section 3. Representative/Monitoring Position**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Regenia Herring, whose telephone number is (561) 355-2314.

FSU's representative/contract monitor during the term of this Agreement shall be Dr. Thomas Blomberg, whose telephone number is (850) 644-4050.



**Section 4. Effective Date/Term**

This Agreement shall take effect on July 1, 2021. FSU shall complete all services by December 31, 2021, unless otherwise terminated as provided herein.

**Section 5. Services Rendered**

FSU's responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in *Exhibit "A"*. Notwithstanding anything to the contrary in this agreement, FSU performs work on a best efforts basis

**Section 6. Responsibilities and Duties**

The Parties agree to comply with the responsibilities and duties provided in *Exhibits "A" and "B"*, attached hereto and made a part hereof:

**Section 7. Payments/Invoicing and Reimbursement**

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total Agreement amount of Thirty Thousand Three-Hundred and Fifty-Eight Dollars (\$30,358.00). FSU will bill the COUNTY as provided and at the amounts set forth in *Exhibit "B"* for services rendered toward the completion of the Scope of Work.
- B. Fixed price invoices received from FSU pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. 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. Final Invoice: In order for both parties herein to close their books and records, FSU will clearly state "Final Invoice" on FSU's final/last billing to the COUNTY. This shall constitute FSU's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by FSU.

**Section 8. Truth-In-Negotiation Certificate**

Signature of this Agreement by FSU's 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 Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the FSU'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 FSU's. The COUNTY shall exercise its rights under this section within three (3) years following final payment

**Section 9. Access and Audits**

FSU 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 Agreement. 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 FSU's place of business.

Palm Beach County has established the Office of 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 Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FSU, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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.

**Section 10. Personnel**

FSU represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To be best of FSU'S knowledge and ability, such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by FSU 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 FSU'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.

FSU agrees that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of FSU'S personnel (and all Sub-Contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

**Section 11. Federal and State Tax**

The COUNTY and FSU are exempt from payment of Florida State Sales and Use Taxes.

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

**Section 12. Breach/Opportunity to Cure**

The Parties hereto expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default thirty (30) days

written notice to cure said default before exercising any of its rights as provided for in this Agreement.

**Section 13. Termination**

This Agreement may be terminated by FSU upon thirty (30) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of FSU. It may also be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days' prior written notice to FSU or the COUNTY. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and may be terminated by the COUNTY if funds are unavailable. Unless FSU is in breach of this Agreement, FSU shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, FSU 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.

**Section 14. Enforcement Costs**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties, provided, however, that this clause pertains only to the Parties to this Agreement.

**Section 15. Annual Appropriation**

Each Party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**Section 16. Notice**

All notices required in this Agreement 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:

Palm Beach County  
c/o Regenia Herring  
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 FSU, notices shall be addressed to:

Allie Heller  
Florida State University  
Sponsored Research Administration  
874 Traditions Way, 3<sup>rd</sup> Floor  
Tallahassee, FL 32036-4166

With a copy to:

Dr. George Pesta  
Florida State University  
College of Criminology  
112 South Copeland Street  
Tallahassee, FL 32306-1273

**Section 17. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state or county officers.

**Section 18. Filing**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 19. Liability**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either Party, pursuant to Section 768.28, Florida Statutes.

**Section 20. Indemnification**

Subject to the limitations set forth in Section 768.28, Florida Statutes, FSU 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 Agreement or due to the acts or omissions of FSU.

**Section 21. Insurance**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, FSU acknowledges and represents that FSU is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by

the legislature.

FSU agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, FSU shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status. Compliance with the foregoing requirements shall not relieve FSU of its liability and obligations under this Agreement. FSU agrees its self-insurance, general liability and automobile liability insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY. FSU expressly understands and agrees that any insurance protection furnished by FSU shall in no way limit its responsibility to indemnify and save harmless COUNTY under the provisions of Section 20 of this Agreement.

**Section 22. Successors and Assigns**

The COUNTY and FSU each binds itself and its partners, successors, and assigns to the other Party and to the partners, successors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. Neither the COUNTY nor FSU shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**Section 23. Remedies**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction. 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 Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or FSU.

**Section 24. Conflict of Interest**

To the best of its knowledge, FSU 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. FSU further represents that no person having any such conflict of interest shall be employed for said performance of services.

FSU 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 FSU'S judgment 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 FSU 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 FSU. The COUNTY agrees to notify FSU of its opinion by certified mail within thirty (30) days of receipt of notification by FSU. If, in the opinion of the COUNTY, the prospective business association, interest or

circumstance would not constitute a conflict of interest by FSU, the COUNTY shall so state in the notification and FSU 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 FSU under the terms of this Agreement

**Section 25. Modifications of Work**

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

If the COUNTY so instructs in writing, FSU 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 an Amendment of this Agreement and FSU shall not commence work on any such change until such written amendment is signed by FSU and approved and executed on behalf of the COUNTY.

**Section 26. Entirety of Agreement**

The COUNTY and FSU agree that this Agreement 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 Agreement 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.

**Section 27. Independent Contractor Relationship**

FSU is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the FSU'S sole direction, supervision, and control. FSU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FSU'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.

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

**Section 28. Excusable Delays**

FSU 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 FSU or its sub-contractors 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 FSU'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FSU'S failure to perform was without it or its sub-contractor's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time

**Section 29. Discrimination**

FSU represents that 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 and expression, or genetic information.

FSU has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if FSU does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FSU will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**Section 30 – Regulations; Licensing Requirements**

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

**Section 31 - ARTICLE 30 - SCRUTINIZED COMPANIES**

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. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

**Section 32. Public Records**

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- 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. FSU 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 Agreement term and following completion of the Agreement, if FSU does not transfer the records to the public agency.
- D. Upon completion of the Agreement FSU shall transfer, at no cost to the COUNTY, all public records in possession of FSU unless notified by COUNTY'S representative/liason, 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 FSU transfers all public records to the COUNTY upon completion of the Agreement, FSU shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If FSU keeps and maintains public records upon completion of the Agreement, FSU shall meet all applicable requirements for retaining public records. All records stored electronically by FSU 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 FSU to comply with the requirements of this section shall be a material breach of this Agreement. 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. FSU 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 FSU has questions regarding the application of chapter 119, Florida Statutes, to FSU's duty to provide public records relating to this agreement, 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](mailto:recordsrequest@pbcgov.org) or by telephone at 561-355-6680.

**Section 33. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 34. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 35 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

FSU warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FSU's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

FSU shall obtain from each of its subconsultants an affidavit stating that the subconsultant does



not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. FSU shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that FSU has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FSU's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FSU to terminate its contract with the subconsultant and FSU shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, FSU shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, FSU shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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 Florida State University, for and on behalf of its Board of Trustees has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER  
COMMISSIONERS:

PALM BEACH COUNTY  
BOARD OF COUNTY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

Rose Driber Digitally signed  
Signature by Rose Driber  
Date: 2021.09.02  
13:53:59 -04'00'  
Name (type or print)

Dale Meeks Digitally signed by  
Signature Dale Meeks  
Date: 2021.09.01  
16:32:10 -04'00'  
Name (type or print)

FSU:

Florida State University  
Company Name Russell D. Lentz Digitally signed by  
for Laurel Russell D. Lentz for  
Fulkerson, Laurel Fulkerson,  
Signature Interim Vice Interim Vice  
Laurel Fulkerson President for Research  
Typed Name Research Date: 2021.08.23  
Interim Vice President for Research 15:55:13 -04'00'  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By Sean-Adel Williams  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Regina Henry  
Department Director

**SCOPE OF WORK**

Pretrial Detention, Public Safety, and Court Efficiency:

Exploring the Consequences of Measures Enacted to Reduce the Spread of COVID-19 in Palm Beach County Jails

**PURPOSE OF THE PROJECT**

The Research Partner (FSU) will provide research and evaluation services to Palm Beach County's Criminal Justice Commission in support of the development and implementation of the MacArthur Foundation's Safety and Justice Challenge. Specifically, this project will include research and analysis regarding changes in bail practices during the COVID-19 pandemic to determine their impact on first appearance rates and public safety. All work will be completed in consultation with the Criminal Justice Commission Research and Planning Manager.

**TIMEFRAME**

July 1, 2021 to December 31, 2021.

**BACKGROUND**

The Palm Beach County's Criminal Justice Commission is one of twenty-seven sites selected from across the country to participate in the MacArthur Foundation's Safety and Justice Challenge. Given the Safety and Justice Challenge focus on data driven policymaking and the significant role research plays in safely and effectively reducing jail population, this work is vital to the Commission.

**RESEARCH PROJECT**

The following research project will be completed in partnership between FSU and the Palm Beach County Criminal Justice Commission. As research partners, this work will be conducted in support of the overall Research Program carried out by Criminal Justice Commission staff and the MacArthur Foundation Safety and Justice Challenge Team.

Recognizing that correctional facilities are susceptible to virus spread, and in response to COVID-19 infection rates in jails that far outpaced those in the general population, local correctional agencies across the country have taken steps to address COVID-19 in their facilities and to promote public health. Nationwide, these efforts led to dramatic reductions in the jail population during the early months of the pandemic. Yet little is known about the specific policy choices that were made in light of the COVID-19 pandemic, or their implications for local operations, inmates, and communities.

In this project, we leverage our existing partnership with Palm Beach County to examine the impact of an administrative order issued by the circuit court in response to COVID-19. In particular, we will examine the consequences of this particular policy change, which reduced bond

amounts for certain 3<sup>rd</sup> degree felonies from \$3000 to \$1000, on jail populations. Next, we will explore potential connections between the policy change and individuals' likelihood of pretrial success (i.e., court appearance, no new criminal activity). Throughout all stages of our analyses, we will focus particular attention on race/ethnicity, including whether the administrative order unduly benefited certain groups (e.g., non-minority individuals). The findings from this research will have broad implications, as they will: 1) inform local policy and practice in Palm Beach County, including whether these lowered bond amounts can safely be maintained and 2) shed light on the impact of lowering the bar for release on court appearance and public safety beyond the Palm Beach community. The outline below are specific information and data to be addressed in this research project.

**Issue One – Effectiveness of Monetary bonds on FTAs:**

1. What is the success rates of monetary versus nonmonetary releases?
  - a. Since pandemic, with more people being released from jail, are we safer or less safe with/without monetary bonds?
  - b. Do we have a better show-up rate with monetary bonds or not?
  - c. Analyze over specific timeframe the people released on bond pretrial versus those released without bond (OR/SOR). What does the data show as it relates to:
    - i. # of FTA – actual capias issued because person did not show for court (not those booked for FTA)
    - ii. # of rearrests

**Issue Two – Impact of Administrative Order reducing bonds on certain felonies from \$3K to \$1K. Should we return to the \$3K schedule?**

1. Is the \$1K bond sufficient for certain 3<sup>rd</sup> degree felonies or should other alternatives be recommended?
2. Has there been a benefit or negative consequence due to the bond reduction from \$3K to \$1K?
  - a. Did we have more FTAs on a \$1K bond than a \$3K bond?
  - b. Did we have more new arrests on a \$1K bond that would have been a \$3K bond?
  - c. How do recidivism rates compare pre and post COVID (Admin Ord)?
  - d. How many people were able to bond out sooner as a result of the \$1K and/or \$3K bond?
3. Addressing the Bondsmen's issue of \$1K bonds not being profitable or breakeven point. As a result:
  - a. Has the time period between booking and first appearance gotten longer as a result of the \$3K to \$1K bond reductions?
  - b. Are more people having to pay the \$1K, versus \$300 if the bond was \$3K because they cannot get a \$1K bond?

- c. How many people would have been released, if the Bondsmen were posting bond for the \$1K bonds?
4. How is this policy impacting the idea of immediate release and having to be booked, jailed and held over for 1st appearance hearing?
5. Why can't bonds be posted electronically rather than waiting for a Bondsman to physically post?
  - a. Could this reduce days in jail?
6. Include review of data relative to bail across racial lines to see the impact of bail; days in jail analysis based on the bail/bond schedule by race/gender breakdown.

**EXHIBIT "B"**

**BUDGET and DELIVERABLES**

The deliverables and payment schedules are provided below. Deliverables should be submitted to the Criminal Justice Commission Research and Planning Manager in electronic format via email.

Budget amounts listed support three project staff including effort from three faculty (Drs. Jennifer Copp, Jennifer Brown, and Thomas Blomberg) from July 1, 2021 through December 31, 2021. The budget also supports travel for three project staff to take one trip to Palm Beach for collaborative research and/or a presentation of findings. The budget includes the approved MacArthur Foundation Safety and Justice Challenge indirect rate of 15%. Equipment and supply costs are not requested.

<b>Deliverables</b>	<b>Due Date</b>	<b>Amount</b>
Travel to Palm Beach for project staff	TBD	\$2,772
Presentation of Preliminary Findings	8/30/21	\$9,000
In-Person Presentation of Final Report	10/31/21	\$9,000
Final Report/Post report follow-up and consultation	12/31/2021	\$9,586
<b>Total Project Cost</b>		<b>\$30,358</b>