

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

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Meeting Date: December 7, 2021	[] Consent	[X] Regular
	[] Ordinance	[] Public Hearing

Department: **CRIMINAL JUSTICE COMMISSION**
Submitted For: **CRIMINAL JUSTICE COMMISSION AND FACILITIES DEVELOPMENT AND OPERATIONS**

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


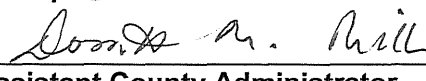
- A) approve** a Donation Agreement between Palm Beach County (County) and the State of Florida, Department of Corrections (FDC) for the purchase and subsequent donation of a Mobile Felony Probation Unit (Mobile Unit) from the County to FDC as part of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge;
- B) approve** an Interlocal Agreement between the County and FDC for the operation of the Mobile Unit.
- C) authorize** the County Administrator or designee to execute any amendments, documents, and reports related to this agreement on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budget allocations.

Summary: Under the John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge (SJC) project, the County through its Criminal Justice Commission (CJC), has received \$3.5 million in grant funding to 1) reduce local jail populations without compromising public safety, and 2) identify and reduce racial and ethnic disparities in local jail populations and criminal justice systems. As part of the SJC grant renewal process, the CJC proposed continuing its current strategies and developing additional strategies to further this work. One of the added strategies was the implementation of a Felony Probation Mobile Unit. The purpose of the Felony Probation Mobile Unit is to further the SJC goals of safely reducing the jail population and reducing racial and ethnic disparities by connecting with individuals on probation in their communities, thereby reducing technical probation violations and the warrants that result from those violations. For the first time the FDC Probation Department will utilize a mobile unit to travel to different areas of the county to allow individuals with transportation challenges to report to the probation office in their own neighborhoods. This will facilitate the development of productive relationships between probationers and probation officers. An employment specialist will also be available to assist probationers with job training and employment opportunities. A total of \$79,900 of SJC grant funding is budgeted for the purchase and subsequent donation of the Felony Probation Mobile Unit. **No County match is required.** Countywide (JW)

Background and Justification: In 2015, Palm Beach County was chosen out of 191 applicants from across the country to be one of 20 partners in the SJC. In May 2015, the county was awarded \$150,000 to develop strategies toward achieving the goals of safely reducing the local jail population and reducing racial and ethnic disparities in the jail population in Palm Beach County. An additional \$150,000 was awarded for planning in March 2016. In October 2017, (R2017-1709), implementation funding in the amount of \$2 million and in December 2019 an additional \$1.4 million in renewal funding was awarded for the CJC to continue its work through December 31, 2021 (R2020-0484; R2020-0485). Since the implementation of this SJC project, the jail's average daily population in Palm Beach County has been reduced by approximately 18%; however, as of April 30, 2021, the racial and ethnic disparities continue to widen with 57% of the average daily population (ADP) are Black, 24% White and 19% Latino.

Attachments:

- 1) Donation Agreement
- 2) Interlocal Agreement

Recommended by: 	<u>12/1/21</u>
Department Director	Date
Approved by: 	<u>12/1/2021</u>
Assistant County Administrator	Date

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services					
Operating Costs	\$79,900				
Capital Outlay					
Grants & Aids					
External Revenues	(\$79,900)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$0*	0			
# ADDITIONAL FTE POSITIONS (Cumulative)					

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 1513 Department 762 Unit 7722 Object 8101
 Rev No: Fund 1513 Department 762 Unit 7722 RevSc 6694

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

Fund: MacArthur Foundation's Safety and Justice Challenge \$1.4M
Unit: MacArthur Foundation \$1.4M FY20-21
Grant: MacArthur Foundation's Safety and Justice Challenge \$1.4M

*CJC is purchasing the vehicle with MacArthur grant funds and donating it to FDOC.

Departmental Fiscal Review: _____



Digitally signed by Mariana Diaz
 DN: DC=org, DC=pbcgov,
 OU=Enterprise, OU=PSD,
 OU=Users, CN=Mariana Diaz,
 E=MDiaz@pbcgov.org
 Date: 2021.09.13 08:44:02-04'00'

II. REVIEW COMMENTS

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

Sean Martin 9/20/21
 OFMB
 9-20-21

LM
 MG 11/15

Contract Administration 11/29/21
 11-29-21 TW

B. Legal Sufficiency:

Sean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is made and entered _____ into by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and the State of Florida, Department of Corrections (the "FDC").

WITNESSETH

WHEREAS, the County received a grant to fund existing and new strategies to reduce Palm Beach County's jail population and address racial and ethnic disparities in the jail population (R2020-0484, R2020-0485); and

WHEREAS, as part of the new strategy to reduce the jail population, County's grant application proposed the purchase of a Mobile Felony Probation Unit ("Mobile Unit") for use by the FDC to reduce technical probation violations by having the FDC travel to low income communities in the Mobile Unit to make reporting requirements easier and assist with employment services; and

WHEREAS, County and the FDC have entered into an interlocal agreement (Interlocal Agreement) which sets forth how the FDC shall use the Mobile Unit and the services to be offered by the Mobile Unit; and

WHEREAS, the County owns the Mobile Unit and is willing to donate the Mobile Unit to the FDC for use by the FDC in providing the services set forth in the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement to Donate. The County hereby agrees to donate and the FDC agrees to accept the Mobile Unit, as further described in Exhibit "A," in accordance with the terms of this Agreement.
3. Condition of Mobile Unit. The FDC accepts the Mobile Unit "As Is," in its existing condition, together with all defects, latent or patent, if any. The FDC further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Mobile Unit including, without limitation, any relating to the physical condition of the Mobile Unit, or the suitability of the Mobile Unit for the FDC's intended use of the Mobile Unit. No repair work to the Mobile Unit is required to be done by the County as a condition of this Agreement. The FDC certifies that the FDC shall use the Mobile Unit in a safe and appropriate manner and for its intended purpose.

4. Transfer to the FDC. The County shall transfer ownership of the Mobile Unit and deliver the Mobile Unit to the FDC on a date that is mutually agreed upon by the parties, in anticipation of implementing the Interlocal Agreement.

The following are additional details of transfer:

A. Place: The transfer shall take place at Fleet Management Services of the Facilities Development & Operations Department located at 2601 Vista Parkway, West Palm Beach Florida.

B. Conveyance/Possession: At transfer, the County shall: (i) assist with procuring from the dealer/vendor a Manufacturer's Certificate of Origin of Title (MCO) wherein the MCO furnished by the manufacturer to the dealership is assigned by seller (vendor/dealer) to the FDC; (ii) assist with procuring from the dealer/vendor the completed dealer/vendor's portion of the Application for Certificate of Title with/without Registration (HSMV 82040) or Duplicate or Lost in Transit/Reassignment Title (HSMV 82101) — the dealer/vendor; (iii) deliver to the FDC full, complete and exclusive possession of the Mobile Unit.

C. Expenses. The County shall be responsible for the payment of costs associated with the title, if any, to the Mobile Unit, including but not limited to registration fees and applicable taxes, if any.

5. Use Restriction. The FDC shall use the Mobile Unit solely for providing the services set forth in the Interlocal Agreement it entered into with County and shall not use, permit or suffer the use of the Mobile Unit for any other business or purpose whatsoever.

6. Maintenance and Repair. The FDC shall keep the Mobile Unit, in good condition and repair, at the FDC's sole cost and expense.

7. Risk of Loss and Damage. The FDC assumes and shall bear the entire risk of loss and damage to the Mobile Unit from any and every cause whatsoever. No loss or damage to the Mobile Unit or any part thereof shall impair any obligation of the FDC under this Agreement.

8. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the FDC against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the FDC shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the FDC's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify or insure the other party for such other party's negligent, willful or intentional acts or omissions or to assume any liability

for the other party's negligent, willful or intentional acts or omissions, nor as consent to be sued by third parties.

9. Governmental Regulations. The FDC shall, at the FDC's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the FDC or its use of the Mobile Unit, and shall faithfully observe in the use of the Mobile Unit all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the FDC's use of the Mobile Unit.

10. Default. The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party 15 days written notice to cure the default. In the event the defaulting party fails to cure the default within the 15 day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any, or specific performance.

11. 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, and if sent to the COUNTY shall be mailed to:

If to the County at: Palm Beach County
Facilities Development & Operations Department
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to: County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

If to the FDC shall be mailed to:

Michelle Johns
Department of Corrections
315 S. Dixie Hwy., Suite 11
West Palm Beach, Florida

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

12. Non-Discrimination. 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 FDC warrants and represents that throughout the term of the Agreement, 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 Agreement.

13. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

14. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

15. Remedies. No remedy set forth in this Agreement 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 or 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.

16. Captions. The captions and section designations appearing in this Agreement are for convenience only, and shall not be considered in interpreting this Agreement.

17. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. Assignment. Neither the County nor the FDC may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.

19. Time of Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00p.m. EST of the next business day.

20. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is 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.

21. Survival. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

22. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

23. Entire Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or the FDC unless reduced to writing and signed by them.

24. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

25. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the FDC, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. In accordance with Section 20.055(5), F.S., the County understands and will comply with its duty to cooperate with the State Inspector General in any investigation, audit, inspection, review, or hearing.

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

26. Availability of Funds. The obligations of the County under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

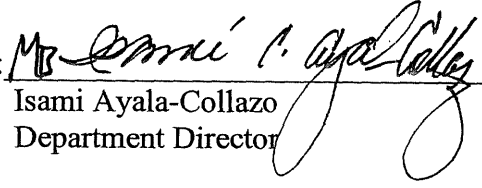
By: _____
Deputy Clerk

By: _____
ROBERT S. WEINROTH, MAYOR

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Isami Ayala-Collazo
Department Director

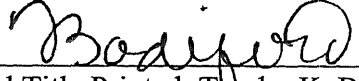
WITNESSES:

FDOC:

Witness Signature

FLORIDA DEPARTMENT OF
CORRECTIONS

Print Witness Name

By:  _____
Name and Title Printed: Toby K. Bodiford,
Procurement Director

Witness Signature

Print Witness Name

DEPARTMENT OF CORRECTIONS
APPROVED AS TO FORM AND LEGALITY


for DEPUTY GENERAL COUNSEL

Exhibit "A" Mobile Unit

PALM BEACH COUNTY

Prepared for:

PALM BEACH COUNTY
BILL FREE
 561-233-4552
 bfree@pbcgov.org

Contract Holder 9/23/21
 Duval Fleet Sales
 Laura Torbett
 (Work) 904-388-2144
 (Fax) 904-387-6916
 (Cell) 904-568-6027
 Laura.Torbett@duvalfleet.com
 5203 Waterside Dr Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 68	2019 FORD ECONOLINE CUTAWAY, EAF	\$ 27,912.00
0	782A	PREP PACKAGE	-
0	158	158" WHEELBASE	-
0	99S	6.8L V-10 GAS ENGINE	-
0	44P	6 SPEED AUTOMATIC TRANSMISSION	-
0	YZ	EXTERIOR COLOR: OXFORD WHITE	-
0	XE	INTERIOR: MED FLINT	-
0	572	AIR CONDITION, FRONT ONLY	-
0	646	16 X 6 WHITE PAINTED STEEL WHEELS	-
0	X83	4.56 RATIO REG AXLE	-
0	47B	SHUTTLE BUS PRE PACKAGE	-
0	18A	HIGH SERIES EXT UPGRADE PACKAGE	459.00
0	162	VINYL FRONT FLOORING	-
0	20F	14500# GVWR	-
0	21D	DRIVER MANUAL PEDESTAL	-
0	525	CRUISE CONTROL	239.00
0	57J	AUX HEATER CONNECTOR PACKAGE	24.00
0	58F	RADIO PREP SPEAKER PACKAGE	-
0	63N	EXTRA HD 225 AMP ALTERNATOR	-
0	656	55 GALLON FUEL TANK	849.00
0	NON CONTRACT	2021 CHAMPION CHALLENGER 250 BUS BODY WITH EQUIPMENT BELOW:	-
0		1FDPE4FN1MDC01955	48,263.00
0	NON CONTRACT	BUILT IN DOMETIC 12V CRX50 REFRIGERATOR	-
0		COMPLETE NETWORK SET UP WITH A 12	-
0		PORT VERTICAL CAT6 MINI PATCH PANEL	-
0		(PARTS AND BASIC RATE LABOR) AND 5	-
0		NETWORK OUTLETS	-
0		USB 20 AMPS ELECTRIC OUTLETS	-
0		EXTERIOR COMMERCIAL GRADE ELECTRIC	-
0		OUTLET	-
0		ELECTRIC PANEL FEED BY GENERATOR AND	-
0		RUN ELECTRIC WIRES TO OUTLETS,	-
0		ACRYLIC SNEEZE GUARD	-
0		CUSTOM STORAGE CABINET	-
0		CUSTOM MADE FURNITURE FABRICATION	-
0		WITH BENCH AND STOOLS ,WALLS,ANCHOR	-
0		AND INSTALL ALL FURNITURE (ALL FURNITURE	-
0		ARE BUILD WITH REAL PLYWOOD AND THE	-
0		TOPS ARE COMPACT LAMINATED DESIGNED	-
0		TO LAST MANY YEARS , NO PEELING AND	-
0		SCRATCH FREE)	-
0		74" BENCH WITH 3 SEAT BELTS SET	-
0	UNIT COST		\$ 77,746.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 77,746.00



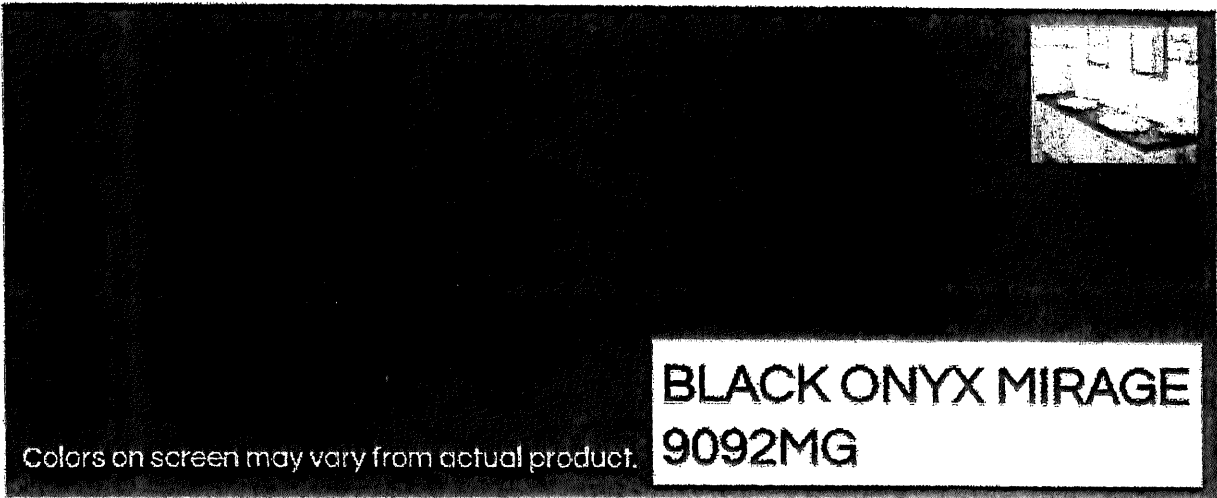
NationsBus.com
(800) 523-3262

2021 Champion Challenger 250

Options/Specification:

		Electric Door Entrance	Nations Bus Sales
		Exterior Key Switch	- 555 Outlet Mall
		AM/FM/CD/MP3 Player	Blvd, St.
		PA System w/ 2 jacks	Augustine, FL
		USB Charging at each Double Seat	32084 (904)
		Flooring- Anthracite Gerflor	347-2296
		87k BTU A/C System	
		65,000 BTU Rear Floor Heater	
		Lighted Front Sign	
		Safety Equipment	
		Deluxe Cloth Walls; Ceiling Panels	
		Seats- High Back Reclining	
		Seats- Incense Blue Cloth	
		Armrests	
Chassis:	Ford E450	Seat Belts	
		Overhead Parcel Racks	
Engine/Fuel:	6.8L V10 Gas	Individual Reading Lights	
		Rear Step Bumper	
Transmission:	Automatic	Exhaust Routed Street Side	
		Stainless Steel Wheel Inserts	
Odometer:	100	Paint- Base White	
		New Bus w/ Full Warranties	
	25	Canada Admissible.	
Configuration:	Passengers,	Canada Admissible.	
	Forward		
	Facing, plus		
	driver,		
Location:	FL		

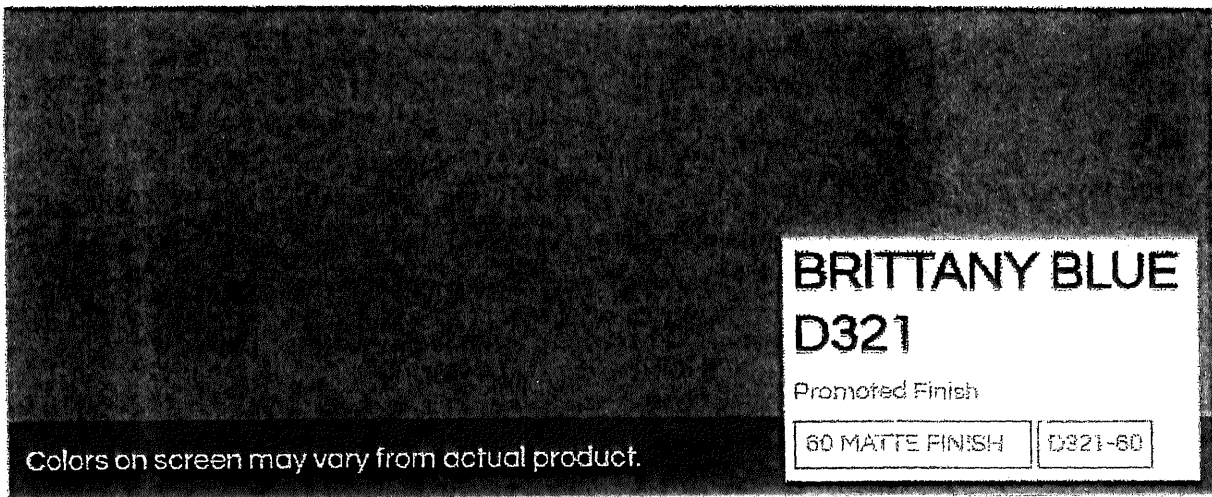
COUNTERTOPS



Colors on screen may vary from actual product.

BLACK ONYX MIRAGE
9092MG

DESK SIDES



Colors on screen may vary from actual product.

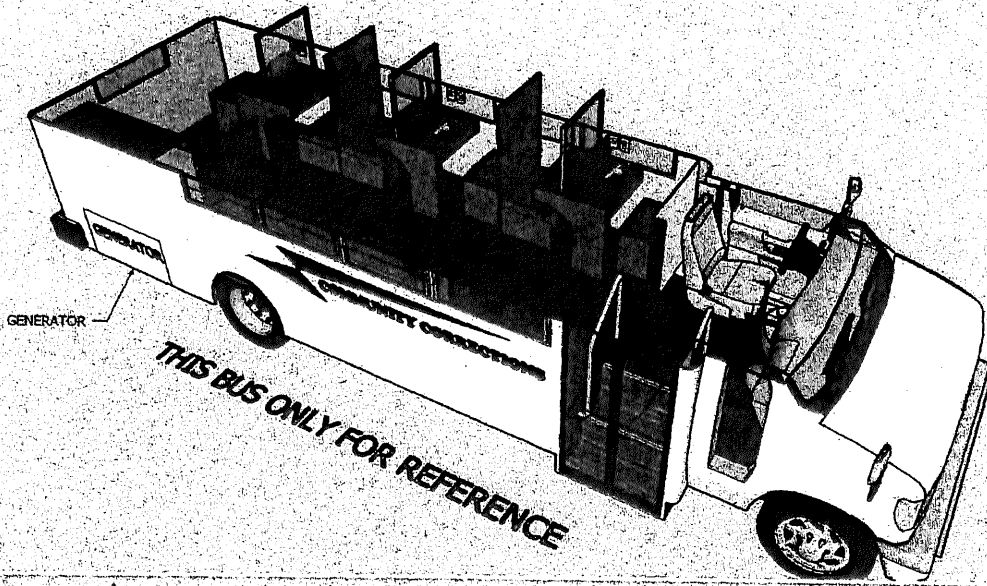
BRITTANY BLUE
D321

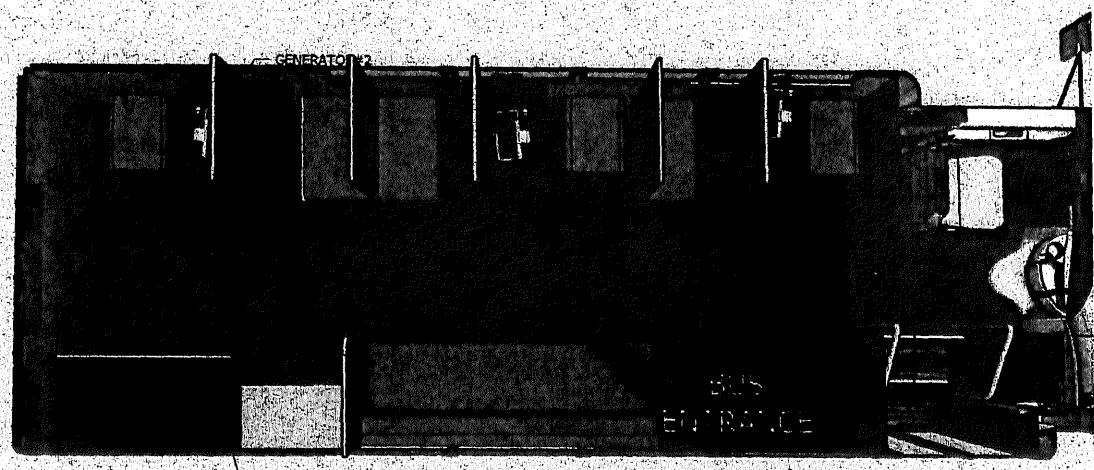
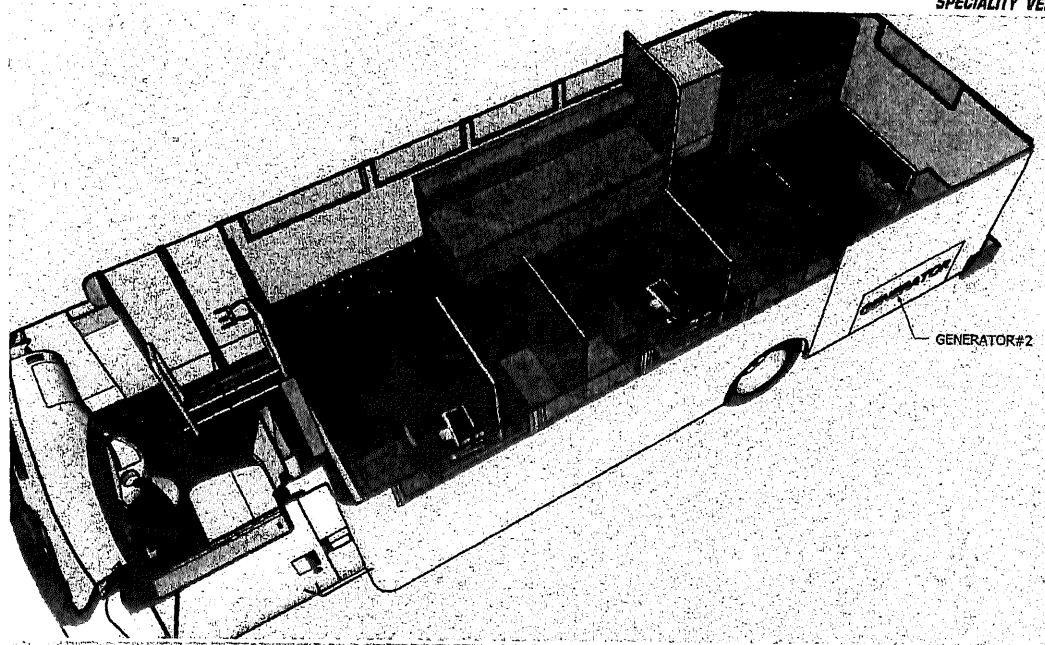
Promoted Finish

60 MATTE FINISH	D321-60
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VINYL SEAT COVERS

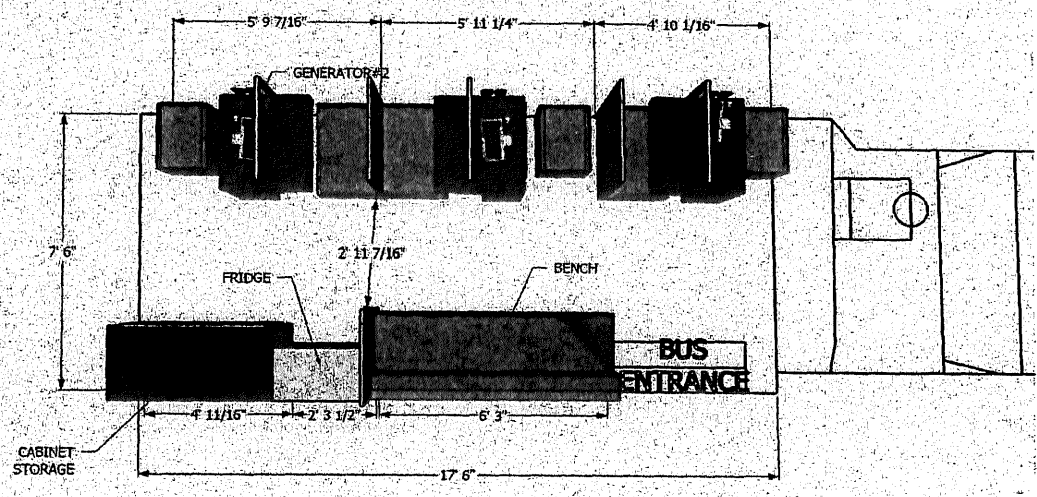
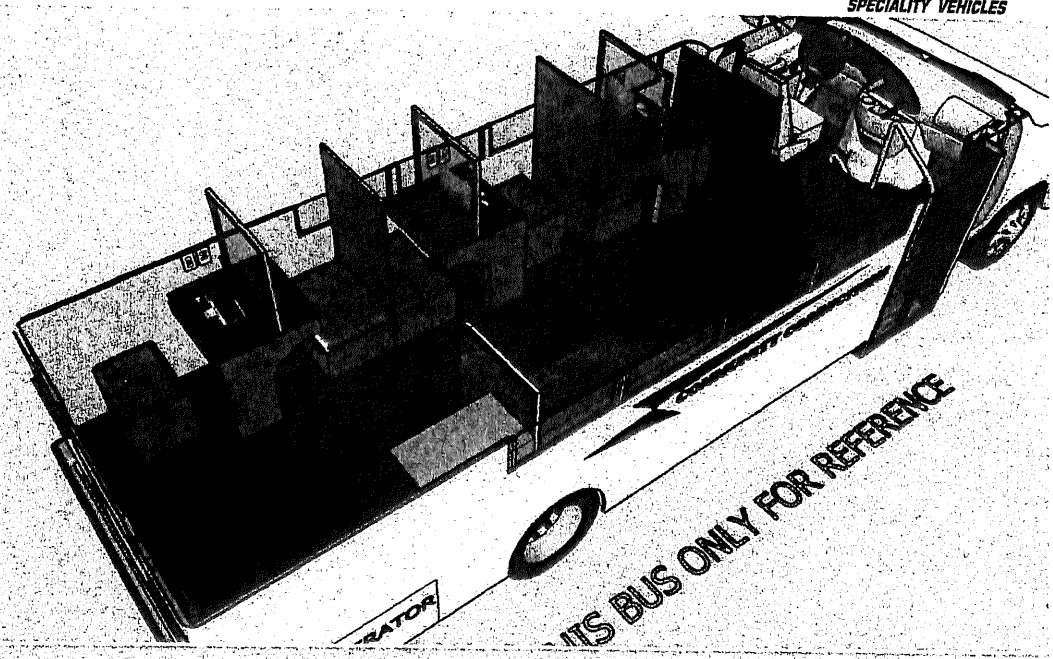
EXP #31 Toalla Gray
Vinyl seat color

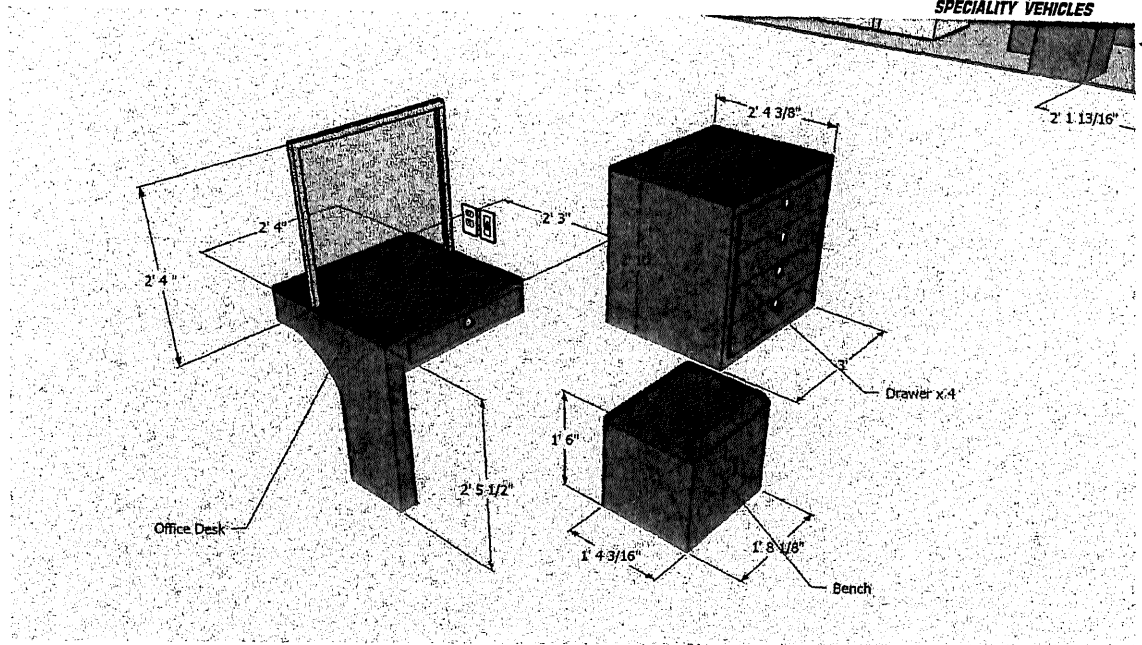




GENERATOR#2
THIS BUS ONLY FOR REFERENCE

JUST QUALITY
SPECIALTY VEHICLES





INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE FLORIDA DEPARTMENT OF CORRECTIONS

This Interlocal Agreement is made the _____ day of _____ 2021, between the Florida Department of Corrections (hereinafter referred to as "FDC"), whose FEIN is 59-2869774, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as ("COUNTY")), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (F.S.).

WITNESSETH

WHEREAS, Section 163.01, F.S., 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;

WHEREAS, Part I of Chapter 163, F.S., 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;

WHEREAS, FDC's responsibility under this Agreement is to operate a Mobile Felony Probation Unit (hereinafter "MOBILE UNIT") donated to the FDC by the COUNTY in furtherance of the goals of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Renewal Grant (Renewal Grant) awarded to the COUNTY through the Palm Beach County Criminal Justice Commission (CJC), as more specifically set forth in the Scope of Work detailed in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the COUNTY and FDC have entered into a Donation Agreement whereby the COUNTY will purchase said MOBILE UNIT and donate it to FDC to use in providing the services set forth in the attached Scope of Work.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the FDC to assume ownership and operate a MOBILE UNIT donated by the COUNTY in furtherance of the goals of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Renewal Grant, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

A separate Donation Agreement between the FDC and the COUNTY for the MOBILE UNIT is being executed concurrently with the execution of this Agreement.

Section 2. Definitions

The following definitions shall apply to this Agreement:

- 2.1 "Act" means Part I of Chapter 163, F.S.
- 2.2 "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms herein.
- 2.3 "Party or Parties" means FDC and/or COUNTY.

Section 3. Representative/Monitoring Position

FOR THE COUNTY

Palm Beach County Criminal Justice Commission C/O
Regenia Herring
301 N. Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

FOR THE FDC

Michelle Johns
Department of Corrections-Circuit 1 5
315 S. Dixie Hwy., Suite 101
West Palm Beach, Florida 33401
Telephone: (561) 837-5015
Email: palmbeach.cir@fdc.myflorida.com

Section 4. Effective Date/Term

This Agreement shall take effect upon execution by the Parties and shall remain in effect for three (3) years. Notwithstanding the foregoing, this Agreement may be terminated at any time as set forth in Section 12 of this Agreement.

Section 5. Services Rendered

The FDC will own and operate a Mobile Felony Probation Unit in furtherance of the goals of the Renewal Grant.

Section 6. Responsibilities and Duties

The Parties agree to comply with the duties provided in Exhibit A.

Section 7. Payments/Invoicing and Reimbursement

- A. The cost incurred by the COUNTY under this Agreement for all services and materials is in the amount of \$79,900.00. Notwithstanding anything to the contrary in this Agreement, the COUNTY's total obligation to FDC is to donate the MOBILE UNIT, the cost of which is \$79,900.00.

B. No "Out-of-pocket" expenses will be reimbursed by the COUNTY.

Section 8. Access and Audits

The FDC 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 the FDC's place of business. The 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 FDC, 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, F.S., in the same manner as a second degree misdemeanor,

In accordance with Section 20.055(5), F.S., the COUNTY understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Section 9. Personnel

The FDC represents that it has, or will secure at its own expense, the necessary personnel required to perform the services under this Agreement. To the best of FDC'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 the FDC 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 FDC's key personnel 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 a change or substitution can become effective.

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

All of the FDC's personnel, while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

Section 10. Federal and State Tax

The COUNTY and FDC are exempt from payment of Florida State Sales and Use Taxes. The FDC shall be responsible for payment of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

Section 11. 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 30 calendar

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

Section 12. Termination

This Agreement may be terminated by either Party upon 30 calendar days' prior written notice to the other in the event of substantial failure to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by the COUNTY or FDC, with or without cause, upon 30 days' prior written notice to the other Party. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and may be terminated by the COUNTY if funds are unavailable.

Section 13. 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 14. 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 Criminal Justice Commission C/O
Regenia Herring
301 N. Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave., 6th Fl.
West Palm Beach, Florida 33401

If sent to FDC, notices shall be addressed to:
Michelle Johns
Department of Corrections-Circuit 15
315 S. Dixie Hwy., Suite 101
West Palm Beach, Florida 33401

Section 15. 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 16

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

Section 17. 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, F.S.

Section 18. Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless FDC against any actions, claims or damages arising out of County's negligence in connection with this Agreement and FDC shall indemnify, defend and hold harmless County against any actions, claims or damages arising out of FDC's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify or insure the other party for such other party's negligent, willful or intentional acts or omissions or to assume any liability for the other party's negligent, willful or intentional acts or omissions, nor as consent to be sued by third parties.

Section 19. Insurance

- A. Workers' Compensation Insurance & Employers Liability The FDC shall maintain Workers' Compensation & Employers Liability in accordance with Florida Statute Chapter 440. FDC shall provide this coverage on a primary basis.
- B. Certificate(s) of Insurance Prior to execution of this Agreement, the FDC 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 Agreement have been obtained and are in full force and effect. The certificate of insurance shall be issued to:

Palm Beach County

c/o Insurance Compliance
301 N. Olive Ave
West Palm Beach, Fl 33401

- C. Right to Review The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The COUNTY reserves the right, but

not the obligation, to review any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 20. Successors and Assigns

The COUNTY and FDC each bind 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 FDC shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 21. 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.

Section 22. No Third-Party Beneficiaries

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 FDC not a Party to this Agreement, including but not limited to any citizen or employees of the COUNTY or FDC.

Section 23. Conflict of Interest

To the best of its knowledge, FDC 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., F.S. and the Palm Beach County Code of Ethics. The FDC further represents that no person having any such conflict of interest shall be employed for said performance of services.

The FDC 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 FDC'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 FDC may undertake.

Section 24. 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 the FDC of the COUNTY's written notification of a contemplated change, the FDC 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 FDC's ability to meet the completion dates or schedules of this Agreement.

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

Section 25. Entirety of Agreement

The COUNTY and the FDC 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 Section 24. Modifications of Work.

Section 26. Independent Contractor Relationship

The FDC is a public agency of the Executive Branch of Florida's government, and not an employee or independent contractor of the COUNTY.

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

Section 27. Excusable Delays

The FDC 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 FDC 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 FDC's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FDC's failure to perform was without its 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 28. Non-Discrimination

The FDC 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.

Section 29. Regulations: Licensing Requirements

The FDC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The FDC is presumed to be familiar with all federal, State and local laws, ordinances, codes and regulations that may in any way affect the services rendered.

Section 30. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if FDC: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011 (2) F.S., FDC shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. FDC 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. FDC 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 FDC does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the FDC shall transfer, at no cost to the COUNTY, all public records in possession of FDC unless notified by the 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 FDC keeps and maintains public records upon completion of the Agreement, the FDC shall meet all applicable requirements for retaining public records. All records stored electronically by the FDC must be provided to the COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY. Failure of the FDC to comply with the requirements of this section shall be a material breach of this Agreement. The 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. The FDC 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 FDC has questions regarding the application of Chapter 119, F.S., to the FDC's duty to provide public records relating to this agreement, contact the Custodian of Public Records at:

Records Request

Palm Beach County Public Affairs Department
301 N. Olive Avenue, West Palm Beach, Florida 33401
Telephone: 561-355-6680
Email: recordsrequest@pbcgov.org

If the COUNTY has questions regarding the application of Chapter 119, F.S., to the COUNTY's duty to provide public records relating to this Agreement, contact the custodian of public records at:

Florida Department of Corrections
ATTN: Public Records Unit 501
South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com

Section 31. 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 32. E-Verify - Employment Eligibility

The FDC warrants and represents that it is in compliance with section 448.095, F.S., 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 FDC's employees performing the duties and obligations of this Agreement 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.

The COUNTY shall terminate this Agreement if it has a good faith belief that FDC has knowingly violated Section 448.09(1), F.S., as may be amended. If the COUNTY has a good faith belief that FDC's subcontractors has knowingly violated section 448.09(1), F.S., as may be amended, the COUNTY shall notify FDC to terminate its contract with the subcontractor and shall immediately terminate its contract with the subcontractor. If the COUNTY terminates this Agreement pursuant to the above, FDC shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Agreement was terminated.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK & COMPTROLLE

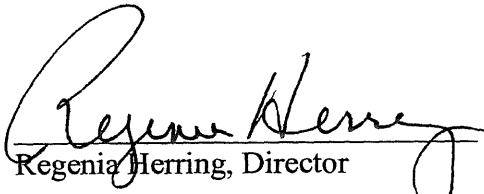
PALM BEACH COUNTY, a political
subdivision of the State of Florida

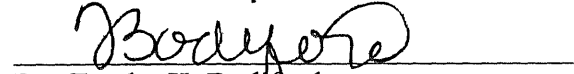
By: _____
Deputy Clerk

By: _____
ROBERT S. WEINROTH, MAYOR

APPROVED AS TO TERMS AND
CONDITIONS

FLORIDA DEPARTMENT OF
CORRECTIONS


Regenia Herring, Director


By: Trueby K. Bodford
PROCUREMENT DIRECTOR

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Jean-Adel Williams
ASSISTANT COUNTY ATTORNEY

By: Todd Studley Todd Studley
AC For DEPUTY GENERAL COUNSEL

EXHIBIT "A"
SCOPE OF WORK

PURPOSE OF THE PROJECT

During the term of this Agreement, "FDC" is to operate the Mobile Felony Probation Unit ("MOBILE UNIT") donated to it by the COUNTY in furtherance of the goals of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Renewal Grant, The FDC shall assume full title of the Mobile Unit at the time of the COUNTY's donation.

TIME FRAME

The term of this agreement shall be for a period of three (3) years. The mobile unit shall be retained by the FDC beyond the term of this Agreement.

BACKGROUND

The MacArthur Foundation Safety and Justice Challenge Core Site grant was awarded to the CJC beginning October 1, 2017, and ending September 30, 2020. Said grant was extended to September 30, 2021. Palm Beach County was one of twenty sites selected from across the country to participate in the Challenge with an award of \$2,000,000. This grant continued two (2) years of planning grant activity. A renewal grant award of \$ 1 was received for a period beginning January 1, 2020, and ending December 31, 2021.

This work is vital to the CJC given the Safety and Justice Challenge focus on data driven policymaking and the significant role research played in the development of Palm Beach County's implementation plan submitted to the MacArthur Foundation in June, 2017. This plan included a number of strategies to reduce jail use — meaningfully and significantly — without compromising public safety and to identify and craft remedies to any racial and ethnic disparities found in the jail population.

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