

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Personal Services					
Operating Costs					
Grants & Aids	\$13,417	\$44,972	\$61,377	\$29,823	
External Revenues					
Program Income (County)	(\$13,417)*	(\$44,972)*	(\$61,377)*	(\$29,823)*	
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)	0	0	0	0	0

Is Item Included In Current Budget? Yes ___ No X

Does this item include the use of federal funds? Yes ___ No X

Budget Account Exp No: Fund 1501/0001 Dept. 820/767 Unit 7607/7615 Obj. 9000/8101
 Rev No: Fund 1501/0001 Dept. 767/767 Unit 7607/7615 Rev. Var/8096

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

Fund: 1501 - Domestic Violence Prevention Trust Fund; 0001- General Fund
Department: 767 – Criminal Justice Commission
Unit: 7607 – Criminal Justice Commission; 7615 Trauma Evaluation

*Funded by a transfer from the Domestic Violence Prevention Trust Fund.

C. Departmental Fiscal Review:

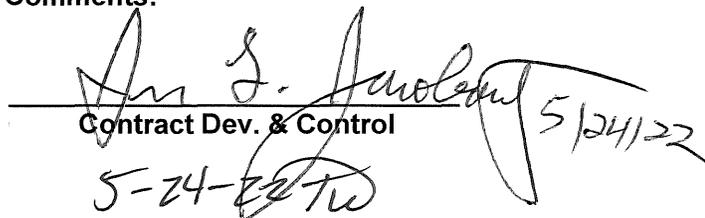


Digitally signed by Marianela Diaz
 DN: DC=org, DC=pbogov, OU=Enterprise,
 OU=PSD, OU=Users, CN=Marianela Diaz,
 E=MDiaz@pbogov.org
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III. REVIEW COMMENTS:

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


 LM OFMB 5/19/22
 5/19


 Contract Dev. & Control 5/24/22
 5-24-22 TW

B. Legal Sufficiency


 Assistant County Attorney 5-27-22

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

INTERLOCAL AGREEMENT

This Interlocal Agreement is made the _____ day of _____, 2022, between the FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, (hereinafter "FAU"), whose FEIN ID is 65-0385507 and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (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, FAU'S responsibility under this Agreement is to conduct a process and outcome evaluation of the PBC Criminal Justice Commission's (CJC) new trauma-informed training that will be provided to local criminal justice professionals, 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 trauma-informed training that will be provided to local criminal justice professionals, 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 FAU 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.

FAU'S technical representative during the term of this Agreement shall be Dr. Vaughn Crichlow, whose telephone number is (561) 297-4171. FAU's contract representative during the term of this Agreement shall be Miriam Campo, whose telephone number is (772) 224-2233.

Section 4. Effective Date/Term

This Agreement shall take effect on June 14, 2022. FAU shall complete all services by December 31, 2024, unless otherwise terminated as provided herein.

Section 5. Services Rendered

FAU'S responsibility under this Agreement is to conduct a process and outcome evaluation of the PBC Criminal Justice Commission's (CJC) new trauma-informed training that will be provided to local criminal justice professionals, as more specifically set forth in the Scope of Work detailed in *Exhibit "A"*. Notwithstanding anything to the contrary in this agreement, FAU 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 shall not exceed a total Agreement amount of One Hundred Forty-Nine Thousand Five Hundred Eighty-Nine Dollars (\$149,589). FAU 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 FAU 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, FAU will clearly state "*Final Invoice*" on FAU'S final/last billing to the COUNTY. This shall constitute FAU'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 FAU.

D. In order to do business with Palm Beach County, FAU is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If FAU intends to use sub-consultants, FAU must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that FAU and all of its sub-consultants are registered in VSS.

Section 8. Truth-In-Negotiation Certificate

Signature of this Agreement by FAU 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 FAU'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this section within three (3) years following final payment

Section 9. Access and Audits

FAU shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 FAU'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 FAU, 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

FAU represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To the best of FAU'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 FAU 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 FAU'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. FAU agrees that all services shall be performed by skilled and competent personnel. All of FAU'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 FAU are exempt from payment of Florida State Sales and Use Taxes. FAU 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 FAU upon thirty (30) days' prior written notice to the COUNTY'S representative in the event of failure by the COUNTY to materially perform in accordance with the terms of this Agreement through no fault of FAU. 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 FAU 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. Except to the extent FAU is in breach of this Agreement beyond applicable notice and cure periods, FAU shall be paid for services rendered in compliance to this Agreement through the

date of termination and any non-cancellable commitments. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, FAU 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. 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 15. 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 FAU, notices shall be addressed to:
Miriam Campo, Assistant Vice President for Research
Office of Sponsored Programs
Florida Atlantic University
777 Glades Road
Building 104, Room 314
Boca Raton, FL 33431

Section 16. 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 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, Florida Statutes.

Section 18. Indemnification

FAU is a state agency and agrees to be fully responsible to the extent provided by section 768.28 Fla. Stat., for its negligent acts or omissions which result in claims or suits against FAU, its agents, officers and employees acting within the course and scope of their employment. FAU agrees to be liable for any damages proximately caused by those negligent acts or omissions. Nothing herein is intended to be a waiver of sovereign immunity nor consent by FAU to be sued by a third party.

Section 19. Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, FAU acknowledges and represents that FAU 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.

FAU 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, FAU 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 FAU of its liability and obligations under this Agreement. FAU agrees its self-insurance, general liability and automobile liability insurance shall be primary as respect to any coverage afforded to or maintained by COUNTY.

Section 20. Successors and Assigns

The COUNTY and FAU 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 FAU 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 in Palm Beach County. 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 FAU.

Section 22. Conflict of Interest

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

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

Section 23. 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 FAU of the COUNTY'S written notification of a contemplated change, FAU 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 FAU'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, FAU 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 FAU shall not commence work on any such change until such written amendment is signed by FAU and approved and executed on behalf of the COUNTY.

Section 24. Entirety of Agreement

The COUNTY and FAU 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 25. Independent Contractor Relationship

FAU 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 FAU'S sole direction, supervision, and control. FAU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FAU'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. FAU does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Section 26. Excusable Delays

FAU 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 FAU 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 FAU'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FAU'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 27. Nondiscrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, FAU warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally

during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

Section 28 – Regulations; Licensing Requirements

FAU 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 29 - ARTICLE 30 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, FAU 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 FAU 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 30. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if FAU: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section

119.011(2) F.S., FAU shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time FAU 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. FAU 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 FAU does not transfer the records to the public agency.

D. Upon completion of the Agreement FAU shall transfer, at no cost to the COUNTY, all public records in possession of FAU unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If FAU keeps and maintains public records upon completion of the Agreement, FAU shall meet all applicable requirements for retaining public records. All records stored electronically by FAU 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 FAU 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. FAU 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 FAU has questions regarding the application of chapter 119, Florida Statutes, to FAU'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 or by

telephone at 561-355-6680.

Section 31. Captions

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

Section 32. 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 33 – E-Verify Employment Eligibility

FAU is a public employer for purposes of section 448.095, Florida Statutes, as may be amended, and shall comply with the requirements applicable to it as a public employer. FAU represents that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) that it has verified or will verify that all of FAU’S contractors (as defined in Section 448.095), Florida Statutes) performing the duties and obligations of this CONTRACT are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Section 34. Publication

The COUNTY shall be furnished copies of any proposal presentation or publication thirty (30) days in advance for review, “Review Period” for patentable items, items deemed confidential or those which could compromise the integrity of any operation or program operated by the COUNTY. The COUNTY agrees that personnel engaging in the project shall be permitted to present or publish methods and results of the project, following the thirty (30) day Review Period or any agreed to extension of that review period. Data with respect to project participants will be aggregated and de-identified.

If the COUNTY believes that any planned publication contains patentable development and wishes FAU to file a patent application, upon written notice to FAU, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of patent application(s) by FAU at the COUNTY’S cost.

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 Atlantic 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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

FAU:

Miriam Campo

Signature

Miriam Campo

Typed Name

Assistant Vice President for Research

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Digitally signed by Helene Hvizd, DN: cn=Helene Hvizd, o=Palm Beach County, email=hhvizd@pbcgov.org, c=US
Helene Hvizd

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By *[Signature]*

Department Director

SCOPE OF WORK
An Evaluation of Trauma Informed Training in Palm Beach County

PURPOSE OF THE PROJECT

The Research Partner (FAU) will provide research and evaluation services to Palm Beach County's Criminal Justice Commission (CJC) in support of their new Trauma-Informed Training Initiative. A key objective of this project is to provide a trauma-informed training to law enforcement and criminal justice professionals in Palm Beach County to increase their understanding of traumas associated with domestic, school, community violence and other behavioral crises; leading to improved interactions and responses. The training is intended to increase awareness of trauma and how trauma may impact the community's behavior. In support of these objectives, FAU will conduct a series of analyses to evaluate this initiative. All work will be completed in consultation with the CJC.

TIMELINE

June 14, 2022 – December 31, 2024

- Year 1: June 14, 2022 - December 31, 2022
- Year 2: January 1, 2023 - December 31, 2023
- Year 3: January 1, 2024 - December 31, 2024

BACKGROUND

The Florida Atlantic University (FAU) research team will conduct a process and outcome evaluation of the PBC Criminal Justice Commission's (CJC) new Trauma-Informed Training Initiative. In collaboration with the Palm Beach County Sheriff's Office (PBSO) and the Criminal Justice Institute (CJI) at Palm Beach State College (PBSC), the CJC is seeking to provide trauma-informed training to local law enforcement, corrections, court personnel, law enforcement and corrections recruits, and local behavioral health community partners. To provide the trauma-informed training, it is anticipated that Policy Research Associates will conduct multiple train-the-trainer sessions with leaders who are reflective of the target population for the training delivery. These leaders/trainers will then go on to facilitate the trauma-informed training to their colleagues.

This document outlines the evaluation scope of services the FAU research team—led by Dr. Vaughn Crichlow, who will be assisted by co-PIs Drs. Cassandra Atkin-Plunk, Danielle Groton, and Seth Fallik—will provide to the PBC CJC, the timeline of such services, the resources necessary to carry out an evaluation, and the budget. This is a 31-month evaluation of the Trauma-Informed Training Initiative, with a start date of June 14, 2022. This will allow appropriate time for the evaluation planning and survey development prior to the implementation of the trauma-informed trainings. As such, the timeline would be as follows:

PHASE 1 – PROCESS EVALUATION

The objective of Phase 1 is to examine the fidelity of the trauma-informed training. This objective examines if and to what extent the trauma-informed trainings are implemented and operating as designed. This process evaluation will examine the program inputs and activities in an effort to establish relationships between project activities and outcomes.

To carry out the process evaluation, the FAU research team will:

- attend the train-the-trainer trainings.
- attend the trauma-informed trainings.
- attend relevant stakeholder meetings.
- conduct interviews and focus groups with trainers and program participants.
- review relevant documents.

Below are research questions that will guide the process evaluation. These research questions, along with the research questions in Phase 2, will be modified in consultation with the CJC.

1. How is the trauma-informed training being implemented in PBC?
2. Who is participating in the trauma-informed training and what agencies do they represent?
3. How many individuals successfully complete the trauma-informed training?
4. How can the trauma-informed training be improved?
5. Is trauma-informed training operating as designed?
6. What barriers were encountered when facilitating the trauma-informed training?
7. What, if any, trauma-informed policies were developed and implemented?

PHASE 2 – OUTCOME EVALUATION

The objective of Phase 2 is to conduct an outcome evaluation that systematically collects and examines data on the effects of the trauma-informed training on participants and the greater PBC community. The emphasis of the outcome evaluation is to examine the intended and unintended effects of the trauma-informed training on criminal justice professionals and clients of the criminal justice system. The outcome evaluation will seek to measure the impact of the training across multiple outcome measures, including understanding and awareness of the impact of trauma, perceptions of trauma informed practice (and changes in perceptions over time), trauma-informed response utilization, and arrests, jail bookings, and the daily jail population.

To carry out the outcome evaluation, the FAU research team will:

- conduct pre- and post-training surveys (with multiple follow-up surveys) of individuals who have received the training.
- conduct interviews with individuals who have received the training.
- examine arrest, jail booking, and jail population data at multiple timepoints

The following are research questions to guide the outcome evaluation:

1. Did participation in the trauma-informed training increase understanding and awareness of the impact of trauma? If yes, was this effect sustained?
2. Did participation in the trauma-informed training increase the utilization of trauma-informed responses? If yes, was this effect sustained?
3. Did participation in the trauma-informed training increase the likelihood of linking individuals to trauma-informed services and treatment? If yes, was this effect sustained?
4. Did participation in trauma-informed training increase the likelihood of providing trauma-informed services to all segments of the population?
5. Did the implementation of trauma-informed training impact the number of people arrested and booked into jail?
6. Did the implementation of trauma-informed training impact the average daily jail population?

RESOURCES

The FAU research team has the necessary personnel and statistical software to accomplish the above listed services. Also, the FAU research team anticipates no issues with receiving approval from the FAU Institutional Review Board to carry out the surveys, interviews, and focus groups. To carry out the outcome evaluations, however, the FAU research team will require access to the appropriate data, specifically arrest and jail booking data. The FAU research team will also require cooperation from stakeholders to participate in the necessary interviews and focus groups.

Finally, the FAU research team requests that they be allowed to disseminate aggregate and de-identified findings from the evaluation to various outlets, including scholarly peer-reviewed journals, practitioner-related sources, and local, regional, and national conferences.

BUDGET AND DELIVERABLES

The following table outlines project budget and deliverables to be provided by the FAU research team within the contract period. Deliverables should be submitted to the Criminal Justice Commission Research and Planning Manager in electronic format via email. Equipment and supply costs are not requested.

Trauma Informed Training Evaluation				
	Year 1: June 14- December 31, 2022	Year 2: January 1- December 31, 2023	Year 3: January 1- December 31, 2024	
Budget				
Faculty Consultants (4)	\$14,214	\$31,494	\$29,220	
Graduate Research Assistant	\$2,500	\$7,500	\$7,500	
Other direct costs	\$1,367	\$3,645	\$3,645	
Indirect costs	\$8,754	\$20,472	\$19,278	
Annual Cost	\$26,835	\$63,111	\$59,643	Project Total \$149,589

DELIVERABLES

Florida Atlantic University will invoice the PBC Criminal Justice Commission quarterly based on the deliverables listed below, and according to the approved budget for the evaluation of the Trauma-Informed Training Initiative. In addition to a comprehensive report at the end of each year, the FAU research team will provide regular updates to the CJC on project progress during each quarter, and throughout the evaluation period (June 14, 2022 – December 31, 2024), as well as written semi-annual updates in July of Years 2 & 3. The FAU research team will also provide documentation (1-3 pages) to FAU’s Office of Sponsored Programs describing evaluation services rendered during each billing period. The deliverables are as follows:

Year 1

<i>Quarter 1: June 14, 2022 – September 14, 2022</i>	\$13,417
<i>Quarter 2: September 15, 2022 – December 31, 2022</i>	\$13,418
Year 1 cost:	\$26,835

- Attend trainings and relevant stakeholder meetings
- Consult on roll-out plan for training
- Develop pre- and post- training surveys
- Begin to track and monitor county-wide arrests, jail bookings, and jail population
- Create year-end report to document project progress

Year 2

<i>Quarter 1: January 1, 2023 – April 1, 2023</i>	\$15,777
<i>Quarter 2: April 2, 2023 – July 2, 2023</i>	\$15,777
<i>Quarter 3: July 3, 2023 – October 3, 2023</i>	\$15,777
<i>Quarter 4: October 4, 2023 – January 4, 2024</i>	\$15,780
Year 2 cost:	\$63,111

- Attend trainings and relevant stakeholder meetings
- Consult on roll-out plan for training
- Conduct pre- and post- training surveys
- Conduct interviews & focus groups with program participants
- Track and monitor county-wide arrests, jail bookings, and jail population
- Conduct qualitative and quantitative data analysis
- Create semi-annual update on project progress
- Create year-end report to include process evaluation

Year 3

<i>Quarter 1: January 5, 2024 – April 5, 2024</i>	\$14,910
<i>Quarter 2: April 6, 2024 – July 6, 2024</i>	\$14,910
<i>Quarter 3: July 7, 2024 – October 7, 2024</i>	\$14,910
<i>Quarter 4: October 8, 2024 – December 31, 2024</i>	\$14,913
Year 3 cost:	\$59,643

- Attend trainings and relevant stakeholder meetings
- Conduct pre- and post- training surveys
- Track and monitor county-wide arrests, jail bookings, and jail population
- Conduct quantitative data analysis
- Create semi-annual update on project progress
- Create final report to include outcome evaluation

Project Total: \$149,589



PALM BEACH STATE
COLLEGE

Criminal Justice
Institute

4200 Congress Avenue
Lake Worth, FL 33461

561-868-3404 Office

To whom it may concern:

This letter is stating the intentions of Palm Beach State College, Criminal Justice Institute, to host the 2-day train-the trainer course of Trauma Informed Officer. This event will be held on Lake Worth Campus in the Public Safety Training Center located at 4200 S. Congress Ave. in Lake Worth, FL 33407.

This training is held in partnership with FAU, PBSO, and Palm Beach County CJSTC. For further information please do not hesitate to contact me. Thank you.

PBSC Criminal Justice Director,

Vincent Morton

561-714-2648

MortonV@PalmBeachState.edu



Official Document

PALM BEACH COUNTY

SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



May 10, 2022

Attention: Director Regenia Herring
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

Dear Ms. Herring,

As per our previous discussions, we are looking forward to collaborating with the Criminal Justice Commission School and Community Safety Sub-Committee, Palm Beach State College, and Florida Atlantic University to support a 2-day train the trainer course provided through Policy Research Associates, "*How Being Trauma Informed Improves the Criminal Justice System*".

This important training will not only benefit our community and support our shared goals, but also will support objectives outlined in our Justice and Mental Health Collaboration Program grant. To this point, we intend to utilize grant funds to support the related costs associated with offering the training to criminal justice and behavioral health professionals in our community.

If you require any additional information, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Randy Foley".

Captain Randy Foley
Behavioral Services Division

22 - 0757

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

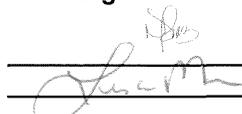
BGEX - 767-051022*1320
BGRV - 767-

FUND 1501 - Domestic Violence Trust Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 5/10/2022	REMAINING BALANCE
Expense								
1501-820-7607-9000	Tr To General Fund	0	25,000	149,589	0	174,589	0	174,589
1501-767-7607-9902	Operating Reserves	651,703	657,827		149,589	508,238	0	508,238
	Total Appropriation and Expenditures			149,589	149,589			

Criminal Justice Commission
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date
5/14/22

Digitally signed by Marianela Diaz
DN: DC=org, DC=pbegov, OU=Enterprise, OU=PSD,
OU=Users, CN=Marianela Diaz, E=MDiaz@pbegov.org
Date: 2022.05.11 08:58:02-04'00'

By Board of County Commissioners
At Meeting of 6/14/2022
Deputy Clerk to the
Board of County Commissioners

22 - 0758

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

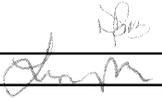
BGEX-767-051022*1322
BGRV-767-051222*461

FUND 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 5/10/2022	REMAINING BALANCE
Revenue								
0001-767-7615-8096	Tr Fr Dom. Viol. Prevention Trust Fund 1501	0	0	149,589		149,589		
	Total Revenue and Balance	1,679,889,687	1,723,678,996	149,589	0	1,723,828,585		
Expense								
0001-767-7615-8101	Contributions-Other Govtl Agency	0	0	149,589		149,589		149,589
	Total Appropriation and Expenditures	1,679,889,687	1,723,678,996	149,589	0	1,723,828,585		

Criminal Justice Commission
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	5/13/22

Digitally signed by Mariana Diaz
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD,
OU=Users, CN=Mariana Diaz, E=MDiaz@pbcgov.org
Date: 2022.05.11 08:59:25-04'00'

By Board of County Commissioners
At Meeting of _____
6/14/2022
Deputy Clerk to the
Board of County Commissioners