

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 1, 2022 Consent Regular
 Ordinance Public Hearing

Department: CRIMINAL JUSTICE COMMISSION
Submitted For: CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

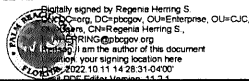
- A) **approve** a Memorandum of Understanding (MOU) between the Clerk of the Circuit Court and Comptroller, Palm Beach County and Palm Beach County, pertaining to maintenance costs and Equivant software modifications in an amount not to exceed \$13,146 beginning on November 1, 2022 for one year and automatically renew for two additional one-year periods; and
- B) **authorize** the County Administrator, or designee, to execute any amendments, reports, or documents relating to this agreement on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney’s Office and within budgeted allocations.


Summary: Under the John D. and Catherine T. MacArthur Foundation’s (the Foundation’s) Safety and Justice Challenge (SJC) project, the County, through its Criminal Justice Commission (CJC), has received \$3.4 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 its program, the County contracted with Uptrust, Inc. to provide a court date reminder system for criminal court defendants in the Fifteenth Judicial Circuit, Palm Beach County, Florida. This service addresses the strategy to reduce the number of defendants admitted to the Palm Beach County jail for a failure to appear for court. The Clerk has an agreement with Equivant for software maintenance, modification and system support as it pertains to Showcase, the court case maintenance system utilized by the Clerk. In June of 2018, the Clerk engaged Equivant to develop software for the benefit of the County’s CJC and its use of the Uptrust Automated Messaging Interface from the Showcase system (the Interface). The County reimbursed the Clerk for Equivant’s work to develop the software related to the Interface, and through the current period, the County has reimbursed the Clerk for the annual costs that pertain to maintenance of the Interface. The County desires a software enhancement to the Interface in the amount of \$1,950 to collect additional data needed to determine the effectiveness of the program and maintenance costs in the amount of \$11,196. **Countywide (HH)**

Background and Justification: In 2017 Palm Beach County was awarded a \$2M grant from the Foundation to develop and implement strategies to safely reduce the local jail population and to identify and address racial and ethnic disparities in the local criminal justice system. In December 2019, an additional \$1.4M in renewal funding was awarded for the CJC to continue its work toward these goals. The requested software enhancement will allow the CJC to collect additional data to assist in assessing the effectiveness of a court date reminder system implemented to reduce the number of defendants admitted to the Palm Beach County jail for failure to appear for court.

Attachments:

- 1) Memorandum of Understanding

Recommended by: Regenia Herring S.  Date: _____
 Department Director

Approved by:  Date: 10/19/2022
 Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services					
Operating Expenses	\$5,502	\$3,729	\$3,915		
Capital Outlay					
Grants and Aids					
External Revenues	(\$5,502)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>\$3,729</u>	<u>\$3,915</u>		
# 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 1513/0001 Department 762/767 Unit 7722/7607 Object 3401
 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 FY 20-21
 Grant: MacArthur Foundation's Safety and Justice Challenge \$1.4M

*The MacArthur grant expires September 30, 2023. Maintenance costs for FY24 and FY25 to be paid from CJC's operating budget.

Digitally signed by Mariana Diaz
 Reason: I am the author of this document
 Date: 2022.10.11 14:08:29-04'00'

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Susan M. [Signature] 10/12/2022
 OFMB 10/11/22 [Initials]

[Signature] 10/17/22
 Contract Administration

B. Legal Sufficiency:

[Signature] 10-17-22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of the ___day of _____, 2022, by and between the Clerk of the Circuit Court & Comptroller, Palm Beach County, ("CLERK"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "COUNTY"). CLERK and COUNTY are hereinafter referred to collectively as "the Parties."

RECITALS

WHEREAS, the CLERK is under an agreement with EQUIVANT for software maintenance, modification and system support as it pertains to Showcase, the court case maintenance system utilized by the CLERK (the "Agreement"); and

WHEREAS, pursuant to the Agreement, in June 2018, the CLERK engaged EQUIVANT to develop software for the benefit of the COUNTY's Criminal Justice Commission and its use of the Uprust Automated Messaging Interface from the Showcase system (the "Interface"); and

WHEREAS, the COUNTY reimbursed the CLERK for EQUIVANT's work to develop the software related to the Interface, and through the current period, the COUNTY has reimbursed the CLERK for the annual costs that pertain to maintenance of the Interface; and

WHEREAS, the COUNTY desires a software enhancement to the Interface, and in accordance thereto, EQUIVANT has provided a quote for a modification to the Interface, as fully described in Quote Number 19287 (the "Quote"), attached hereto and incorporated herein as Exhibit "A".

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and representations contained herein, the Parties agree as follows.

- I. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
- II. **Services.** The CLERK'S responsibility under this MOU is to process the Quote contained in Exhibit A and advise EQUIVANT to proceed with scheduling the work set forth therein. The CLERK is also responsible to ensure that the Interface is adequately maintained for CJC purposes.
- III. **Term.** The term of this MOU shall be for one (1) year beginning on November 1, 2022, and shall automatically renew for two additional one (1)-year periods, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein.
- IV. **Payments to CLERK.** The total amount to be paid by the COUNTY under this MOU for all services and materials specified in Exhibit A shall not exceed a total MOU

amount of Thirteen Thousand One Hundred and Forty-Six Dollars and Zero Cents (\$13,146.00).

Once EQUIVANT delivers the requested software enhancement, the COUNTY will timely test and provide their acceptance that the modifications meet the Scope of Work as set forth in the Quote.

The COUNTY shall promptly pay the CLERK for all accepted work invoiced under the Quote or any modifications thereto and unless the COUNTY informs the CLERK that it no longer has a need to use the Interface, once the COUNTY receives a copy of the invoice for maintenance that EQUIVANT billed to the CLERK, the COUNTY shall promptly pay the annual maintenance costs associated with the Interface. Exhibit "B," attached hereto and incorporated herein, contains a table of estimated maintenance costs, which also accounts for projected cost increases.

V. Federal and State Tax. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CLERK, as necessary.

VI. Availability of Funds. The COUNTY'S performance and obligation to pay under this MOU for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

VII. 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 CLERK against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and CLERK shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of CLERK'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 the other party for such other party's negligent, willful or intentional acts or omissions.

VIII. Protected Data. The parties acknowledge that to accomplish the intent of the MOU, some of the data, information, and records that the COUNTY will access through the Interface may require special legal protections, and that this Protected Data may be: (i) exempt from a public records request under Chapter 119, Fla. Stat., (ii) subject to heightened security requirements pursuant to the parties' status as a Covered Entity under Fla. Stat. §501.171; and/or (iii) subject to other laws, including, without limitation, those under federal, state, or local jurisdiction (collectively, referred to as the "Governing Laws").

- A. The parties agree to take all necessary steps to secure the Protected Data in accordance with the terms set forth herein and all applicable Governing Laws.

- B. The COUNTY acknowledges that it is solely responsible for determining whether the data, information, and records that it accesses through the Interface includes Protected Data, and that in accordance with all Governing Laws, the COUNTY shall maintain reasonable administrative, physical, organizational, and technical safeguards for the protection of the security, confidentiality, and integrity of the Protected Data.
- C. The COUNTY shall not compile, distribute, display, store, process, reproduce, or create derivative works of the Protected Data for any purpose other than what is set forth in the MOU.
- D. Notwithstanding anything to the contrary contained herein, the COUNTY agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the COUNTY's non-compliance with Governing Laws as it pertains to the Protected Data.

IX. Governing Law and Remedies. This MOU shall be construed under and be governed by the laws of the State of Florida. Any legal action necessary to enforce the MOU will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 MOU 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 MOU, including but not limited to any citizen or employees of the COUNTY and/or CLERK.

X. Access and Audits. The CLERK 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 MOU. 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 CLERK'S place of business.

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

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

XII. Notice. All notices required in this MOU 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 the CLERK, notices shall be addressed to:

Joseph Abruzzo
Clerk of The Circuit Court & Comptroller, Palm Beach County
301 N. Olive Ave., 9th Floor
West Palm Beach, FL 33401

XII. Entirety of Agreement. The CLERK and the COUNTY agree that this MOU 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 the MOU may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

XIII. Counterparts and Electronic Signatures. This MOU, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same agreement. The parties may execute the MOU through electronic or manual means.

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

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____

Deputy Clerk

By: _____

Mayor

CLERK:

Signature

Typed Name

Title

APPROVED
By Laura Burke at 10:32 am, Oct 14, 2022

APPROVED
By Leslie Cohen, Esq. at 10:41 am, Oct 14, 2022

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Helene C. Hingst
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Regenia Herring S.
Department Director

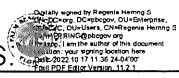


EXHIBIT "A"

**EQUIVANT Quote
Dated 9/9/2022 – Quote No. 19287**



QUOTE

Project: Palm Beach County Software Enhancement to Uprtrust 08.05.22

Prepared for:
Parik Chokshi
IT Director
Clerk of the Circuit Court & Comptroller, Palm Beach County
PO Box 229
West Palm Beach, FL, 33402-0229
(561) 350-4071
pchokshi@mypalmbeachclerk.com

Quote Number: 19287
Date: September 9, 2022
Valid Through: December 5, 2022
Client ID: PALMBEFL

ONE TIME COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
<u>Licenses:</u>						
<u>Services:</u>						
Professional Services - Software Development and Quality Assurance Testing	Service	1	\$1,950.00	\$1,950.00		\$1,950.00
						Subtotal \$1,950.00

Other:

Estimated Total of One Time Costs, excluding applicable taxes: \$1,950.00

RECURRING COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
<u>Total First Year Recurring Costs, excluding applicable taxes: \$0.00</u>						

GRAND TOTAL: \$1,950.00

EXHIBIT "B"**ESTIMATED MAINTENANCE COSTS**

	SERVICE PERIOD	MAINTENANCE COSTS NOT-TO-EXCEED (\$)
	11.1.2022 - 10.31.2023	3,552.00
	11.1.2023 - 10.31.2024	3,729.00 (reflects possible 5% increase)
	11.1.2024 - 10.31.2025	3,915.00 (reflects possible 5% increase)
NOT-TO-EXCEED MAINTENANCE TOTAL		\$11,196.00