

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

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Meeting Date: December 20, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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

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I. EXECUTIVE BRIEF


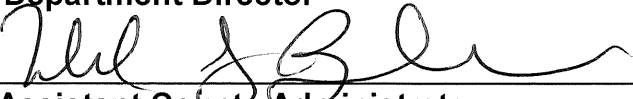
Motion and Title: Staff recommends motion to approve: Agreement with the Palm Beach County Sheriff's Office (PBSO) for access to the jail management system Incarceration Management and Cost-Recovery System (IMACS).

Summary: The Palm Beach County Division of Justice Services, Pretrial Services program seeks to enter into an interagency agreement with PBSO, to gain computerized access to jail booking information available through IMACS. Information needed may include an individual's location, prior arrest history in Palm Beach County, court minutes, out-of-county/state holds, immigration holds, probation holds, release to treatment status, bond details, and defendants on loan to another agency status. This data is for informational purposes only to ensure the Palm Beach County Division of Justice Services, Pretrial Services program can provide verified information to the First Appearance Court Judge so that the Courts can make informed bond decisions. Individuals who access this data must be cleared for the usage of the system. **Countywide** (RS)

Background and Justification: The Palm Beach County Division of Justice Services, Pretrial Services program has existed since 1992 and has a significant function within the criminal justice system to provide verified information to the First Appearance Court Judge so that the Courts can make informed bond decisions. The Pretrial Services program provides supervision for an average of 750+ individuals released from jail pending the disposition of their cases in Court. Pretrial Services works closely with the Criminal Justice Commission and other justice partners in Palm Beach County to address reducing the number of bed days in the County jail, systemic gaps, racial equity in the criminal justice system, and providing treatment and service linkage to offenders to reduce recidivism.

Attachment:

- 1) Agreement with PBSO for use of IMACS
- =====

Recommended By:	<u></u>	<u>11/22/22</u>
	Department Director	Date
Approved By:	<u></u>	<u>12/9/22</u>
	Assistant County Administrator	Date

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 Costs	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* =====	=====	=====	=====	=====

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No _____

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

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ RevSc _____

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

*No fiscal impact.

Departmental Fiscal Review: _____
MG

III. REVIEW COMMENTS

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

 Lisa M... 11/22/22
 OFMB JA 11/22
 MG 11/22

 J. J. ... 11/23/22
 Contract Administration

B. Legal Sufficiency:

 11/30/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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ACCESS AGREEMENT
IMACS Jail Management System

THIS AGREEMENT, made and entered into this 20~~th~~ day of December, 2022, by and between RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the "SHERIFF," and PALM BEACH COUNTY, FLORIDA, (the Pre-Trial Services Program), hereinafter referred to as the "COUNTY." The SHERIFF and COUNTY will be collectively referred to as the "PARTIES."

WHEREAS, the SHERIFF maintains and operates a jail management system, the Incarceration Management and Cost-Recovery System, hereinafter referred to as "IMACS", which contains information relative to individuals who have been arrested and booked into the Palm Beach County Jail, and

WHEREAS, the COUNTY is a public agency operating within the jurisdiction of Palm Beach County and is requesting computerized access to booking information available through IMACS to be used in the course and scope of its official agency duties, and

IT IS HEREBY AGREED that the SHERIFF will provide access to IMACS upon the following terms and conditions:

1. The SHERIFF shall provide to the COUNTY a web-based access point which enables access to certain information compiled and stored in the IMACS jail management system.
2. The COUNTY fully understands that the information compiled and stored in the IMACS jail management system cannot always be verified by the SHERIFF and is provided for informational purposes only to the COUNTY by the SHERIFF. The information contained in IMACS shall not be relied upon by the COUNTY for purposes exceeding those which are reasonable and appropriate for unverified, non-validated information.
3. The COUNTY shall, at all times, comply with all applicable federal and state laws, rules, regulations, policies, procedures, and interagency agreements relative to and concerning the use and disclosure of information obtained through the access provided by this Agreement,

as well as the FBI Criminal Justice Information Services (“CJIS”) Security Policy and rules and regulations of FCIC, with regards to the use of said computer systems.

4. The COUNTY understands that the SHERIFF shall retain total and complete control over the management and operation of the information and the system forming the basis of this Agreement.
5. The COUNTY shall assume full responsibility for any costs or fees for equipment relative to its access to IMACS.
6. The SHERIFF shall provide written notification of any system software changes presumed to impact the COUNTY prior to the implementation of the change, if possible.
7. The COUNTY shall ensure the security of any information obtained through IMACS and prevent any unauthorized access or use of IMACS by ensuring users have proper CJIS certification prior to granting access. COUNTY understands that the information obtained directly from computerized access to the IMACS system is being provided only for law enforcement or criminal justice purposes.
8. 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 SHERIFF against any actions, claims or damages arising out of COUNTY’ negligence in connection with this Agreement, and the SHERIFF shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of the SHERIFF’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.
9. This Agreement may be terminated without cause by either Party upon thirty (30) days prior written notice.

10. The COUNTY shall take fingerprints of all employees that have access to IMACS and store them under their own ORI in FALCON (Florida's Integrated Criminal History System).
11. The COUNTY certifies that all employees with access to IMACS will maintain certification at a minimum of Level 2 in CJIS Online and send a copy of completed certification upon initial and renewal.
12. The COUNTY will notify Sheriff immediately upon FINS notification of a "qualifying event." A "qualifying event" means a criminal arrest, warrant addition or deletion (new warrant entry which includes the individual's FBI/UCN Number), Sexual Offender Registry addition or deletion, or death notice with fingerprints.
13. **SUCCESSORS AND ASSIGNS:** The COUNTY and the SHERIFF each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the SHERIFF shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.
14. **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 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 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 SHERIFF.

15. **EXCLUSABLE DELAYS:** The SHERIFF 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 the SHERIFF or its subcontractors 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.
16. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The SHERIFF 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 SHERIFF'S sole direction, supervision, and control. The SHERIFF shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SHERIFF'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.

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

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. **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:

Stephanie Sejnoha, Director
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the SHERIFF, notices shall be addressed to:

Sheriff Ric Bradshaw
3228 Gun Club Road
West Palm Beach, FL 33406

19. **ENTIRETY OF CONTRACTUAL AGREEMENT:** The COUNTY and the SHERIFF 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.

20. **COUNTERPARTS:** This Agreement, 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 COUNTY may execute the Agreement through electronic or manual means. The SHERIFF shall execute by manual means only, unless the COUNTY provides otherwise.

21. **E-VERIFY - EMPLOYMENT ELIGIBILITY:** Both Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended.

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 SHERIFF has hereunto set his hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

RIC L. BRADSHAW, SHERIFF
PALM BEACH COUNTY, FLORIDA:

Carrie Mack
Signature

Ric L. Bradshaw or his Designee

Carrie Mack
Name (type or print)

[Signature]
Signature

Donna Machuca
Signature

Ric L. Bradshaw
Typed Name

Donna Machuca
Name (type or print)

Sheriff
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: [Signature] 12/2/77
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director