

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Personal Services					
Operating Costs	\$50,000	\$0	\$0	\$0	\$0
Grants & Aids					
External Revenues	(\$50,000)	\$0	\$0	\$0	\$0
Program Income (County)					
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 X No
 Is this item using Federal Funds? Yes No X
 Is this item using State Funds? Yes No X

Budget Account Exp No: Fund 1514 Dept. 762 Unit 7735 Obj. 3401
 Rev No: Fund 1514 Dept. 762 Unit 7735 Rev. 6694

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Fund: 1514 MacArthur Foundation's Safety and Justice Challenge \$875k
 Department: 762 – Criminal Justice Comm Grants
 Unit: 7735 – MacArthur Foundation \$875K FY23-24


C. Departmental Fiscal Review:



Digitally signed by Mariana Diaz
 DN: DC=org, DC=pbgov, OU=Enterprise, OU=PSD, OU=Users, CN=Mariana Diaz, E=MDiaz@pbgov.org
 Date: 2024.04.10 14:39:31-04'00'

III. REVIEW COMMENTS:

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


 OFMB 4/18/24


 Contract Dev. & Control
4/22/24

B. Legal Sufficiency V.S. - 4/18


 Assistant County Attorney

C. Other Department Review

 Department Director

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

ATTACHMENT 1

INTERLOCAL AGREEMENT

This Interlocal Agreement is made the 14th day of May, 2024, between the Public Defender's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY") whose FEIN ID is 03-0377194, 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, the Entity's responsibility under this Agreement is to identify clients at the initial intake interview following first appearance who might have success in a bond reduction hearing with placement into community-based services as an aspect of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge (SJC) grant awarded to 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.

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 for the Public Defender's Office to identify clients at intake following their first appearance and link them to community-based social services as an aspect of the John D. and Catherine T. MacArthur Foundation SJC grant awarded to the Palm Beach County CJC, 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 Entity and/or County.

Section 3. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Katherine Shover whose telephone number is (561) 355-6877.

ENTITY'S representative/contract monitor during the term of this Agreement shall be Jennifer Loyless whose telephone number is (561) 355-7604.

Section 4. Effective Date/Term

This Agreement shall take effect upon execution by the Parties. The ENTITY shall complete all services by December 31, 2024. Notwithstanding the foregoing, this Agreement may be terminated at any time as set forth in Section 13 herein.

Section 5. Services Rendered

The ENTITY'S responsibility under this Agreement is to identify clients at the initial intake interview following first appearance who might have success in a bond reduction hearing with placement into social services. These community-based services are aspects of the John D. and Catherine T. MacArthur Foundations SJC grant awarded to the Palm Beach

County CJC, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

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 contract amount of Fifty Thousand Dollars (\$50,000.00). ENTITY will bill the COUNTY monthly at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Notwithstanding anything to the contrary in this Agreement, COUNTY's total obligation to the ENTITY shall not exceed Fifty Thousand Dollars (\$50,000.00).
- B. Invoices received from ENTITY 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, ENTITY will clearly state "final invoice" on ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- D. It is the understanding of the parties that the funding provided is intended for the exclusive use of the Public Defender in the 15th Judicial Circuit and that said funding is being provided only if exempted from the eight percent (8%) charge pursuant to Sections, 215.22(2)(3) and 215.24(1), Florida Statutes.
- E. In order to do business with Palm Beach County, ENTITIES are 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 ENTITY intends to use sub-consultants, ENTITY 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 the ENTITY and all of its sub-consultants are registered in VSS.

Section 8. Truth-In-Negotiation Certificate

Signature of this Agreement by ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the ENTITY'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 ENTITY'S. The COUNTY shall exercise its rights under this section within three (3) years following final payment.

Section 9. Access and Audits

ENTITY 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 ENTITY'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 ENTITY, 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

ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To be best of ENTITY'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 ENTITY 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 ENTITY'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.

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

All of ENTITY'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 ENTITY are exempt from payment of Florida State Sales and Use Taxes. ENTITY 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. Termination

This Agreement may be terminated by either party upon thirty (30) 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 the ENTITY, with or without cause, upon thirty (30) days' prior written notice to the other party.

Continuation of this Agreement is dependent upon availability of funds to the COUNTY and the Agreement may be terminated by the COUNTY effective on notice to ENTITY if funds are unavailable. Upon any termination, unless ENTITY is in breach of this Agreement, ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, ENTITY 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 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
c/o Katherine Shover
Criminal Justice Systems Manager
301 N. Olive Avenue, Suite 1001
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., 6th Fl.

West Palm Beach, Florida 33401

If sent to ENTITY, notices shall be addressed to:

Carey Haughwout
Public Defender, 15th Judicial Circuit
421 3rd Street
West Palm Beach, FL 33401

With a copy to:

Jennifer Loyless
Public Defender's Office, 15th Judicial Circuit
421 3rd Street
West Palm Beach, FL 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. Filing

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, Florida Statutes.

Section 18. Indemnification

Subject to the limitations set forth in Section 768.28, Florida Statutes, ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected

officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of ENTITY.

Section 19. Insurance

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

ENTITY 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, ENTITY 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 ENTITY of its liability and obligations under this Agreement.

ENTITY agrees its self-insurance, general liability and automobile liability insurance shall be primary with respect to any coverage afforded to or maintained by COUNTY.

ENTITY expressly understands and agrees that any insurance protection furnished by ENTITY shall in no way limit its responsibility to indemnify and save harmless COUNTY under the provisions of Section 18 of this Agreement.

Section 20. Successors and Assigns

The COUNTY and ENTITY 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

ENTITY 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 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 ENTITY.

Section 22. Conflict of Interest

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

ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by ENTITY, the COUNTY shall so state in the notification and ENTITY 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 ENTITY 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 ENTITY of the COUNTY'S written notification of a contemplated change, ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Agreement.

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

Section 24. Entirety of Agreement

The COUNTY and ENTITY 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 23- Modifications of Work.

Section 25. Independent Contractor Relationship

ENTITY 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 ENTITY'S sole direction, supervision, and control. ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'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.

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

Section 26. Excusable Delays

ENTITY 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 ENTITY 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 ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if ENTITY'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, the ENTITY 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, the ENTITY 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, the ENTITY 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 the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY 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. The ENTITY 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. ENTITY shall include this language in its subcontracts.

Section 28 – Regulations; Licensing Requirements

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

Section 29. Scrutinized Companies

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY 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 ENTITY 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.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

Section 30. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if ENTITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ENTITY 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. ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Agreement ENTITY shall transfer, at no cost to the COUNTY, all public records in possession of ENTITY 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 ENTITY transfers all public records to the COUNTY upon completion of the Agreement, ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ENTITY keeps and maintains public records upon completion of the Agreement, ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by ENTITY 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 ENTITY 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. ENTITY 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 ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENTITY'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. Authority to Practice

ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

Section 32. Entirety of Contractual Agreement

The COUNTY and the ENTITY agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Section 23- Modifications of Work.

Section 33. Captions

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

Section 34. 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.

Section 35 - Counterparts

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. ENTITY shall execute by manual means only, unless the COUNTY provides otherwise.

Section 36 – E-VERIFY Employment Eligibility

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

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

COUNTY shall terminate this CONTRACT if it has a good faith belief that ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its

contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the Public Defender's Office of the Fifteenth Judicial Circuit (ENTITY) has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY BY
AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

PUBLIC DEFENDER'S OFFICE
FIFTEENTH JUDICIAL CIRCUIT

By: Carey Haughwout
Carey Haughwout, Public Defender

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Senior Asst. County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Todd Bonlarron, Assistant County Administrator

SCOPE OF WORK

PURPOSE OF THE PROJECT

The ENTITY will link clients to community-based social services as a part of the MacArthur Foundation's SJC. All work will be completed under the direction of Public Defender Office management and in consultation with the CJC.

BACKGROUND

The MacArthur Foundation SJC Core Site grant was awarded to the CJC beginning October 1, 2017 and ending September 30, 2019. 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 years of planning grant activity.

This work is vital to the CJC given the SJC's 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 disparity found in the jail population.

The plan submitted to the MacArthur Foundation included the following five main strategies and two supportive strategies aimed at reducing the jail population by almost 20% while addressing racial disparity and improving public safety:

1. Reduce pretrial jail population for low/some medium risk defendants;
2. Diversion and warrant reduction for low-level defendants;
3. Case processing efficiencies for pretrial inmates;
4. Identify and remedy racial and ethnic disparities; and
5. Build data capacity along with analysis and evaluation capabilities and tools.

Supportive Strategies:

1. Reduce racial and ethnic disparities; and
2. Data capacity, analysis, and evaluation.

The CJC received a renewal grant award of \$1,400,000 from the MacArthur Foundation for two years beginning January 1, 2020, and ending December 31, 2021. The renewal grant provided funding to continue most of the initial strategies but also provided funding for several new strategies. One of these is the Social Services Coordinator (SSC) position to connect clients with community-based social services as outlined below. The Public Defender's office took the SSC position under their budget in September 2022 and has continued to link clients to community-based social services.

COMMUNITY-BASED SOCIAL SERVICES /SOCIAL SERVICES COORDINATOR

The SJC provided funding for community-based social services for Public Defender clients in order to affect their release from jail.

The SSC with the Public Defender's Office under the SJC grant had the following goals and duties:

1. Reduce the average length of stay for pretrial jail inmates;
2. Reduce the length of stay for jail inmates with behavioral health needs; and
3. Reduce recidivism for such inmates by assisting in stabilizing their lives and improving health.

The SSC will look at the circumstances of the Public Defender clients who remain incarcerated following First Appearance hearings. Based on the individual client's circumstances, the SSC will connect the client to community-based social services, such as housing or treatment. If needed, the SSC will place clients in short-term services in an effort to bridge a community deficit in resources while waiting for access to longer-term services (i.e. permanent supportive housing, inpatient substance abuse treatment, etc.). The SSC will work with the Public Defender's social service division and the client's Assistant Public Defender to arrange such services and obtain the necessary judicial orders for the pretrial release of the client. Services for these clients were paid

from the MacArthur Foundation community-based social services grant dollars which are designated to safely reduce the jail population.

The CJC received an additional award of \$875,000 from the MacArthur Foundation in February 2023 through December 31, 2024 for the sustainability of the SJC strategies. The SJC has awarded the Public Defender \$50,000 to continue to provide community-based social services to their clients.

PUBLIC DEFENDER COMMUNITY-BASED SOCIAL SERVICES

The Public Defender's Office will identify clients at the initial intake interview following First Appearance who might have success in a bond reduction hearing with placement into social services. Clients will be screened for specific needs so that the services and type of placement can be included in a bond motion and presented to the judge at a bond hearing as quickly as possible. Once the judge approves the bond motion, specific placement into a program/service will be made. The Public Defender's Office will follow up routinely with the client and service providers to ensure appropriate placement and track agreed-upon outcomes for the client. Service providers will be required to provide routine, written updates about the client and the services provided to the client.

BUDGET AND SCHEDULE OF PAYMENTS

The Scope of Work to be completed by ENTITY as defined in Exhibit "A" consists of identifying and linking clients to community-based social services. Compensation for this service shall be in accordance with the following "Budget" and "Schedule of Payments":

BUDGET

A total of \$50,000 shall be allocated from the MacArthur Foundation SJC grant for this project.

SCHEDULE OF PAYMENTS

Payments to ENTITY will be made on a monthly basis. ENTITY will send an invoice to the County's Representative by the 5th of the month following the end of each month through the term of the contract.

Community-based social services expenses for the Public Defender clients with backup documentation shall be submitted with each invoice to include proof of expenses, such as invoices from service providers or other such documentation that shows evidence of services provided to the clients. Data about the client and service providers will be submitted to the CJC on a monthly basis in an Excel document including: case number, master jacket number, booking number, program name(s), funding spent, dates of service, and any other agreed-upon data that will be used to measure outcomes.

ENTITY will collaborate with the COUNTY and its research partner, Florida State University College of Criminology and Criminal Justice, to provide requested data and program reports as needed to evaluate the program. All data should include the inmate master jacket number, booking number, and the defendant's name for each participant.