

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date: July 8, 2025	<input checked="" type="checkbox"/> [X]	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

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a Contract for an evaluation of reentry services provided by the Palm Beach County Division of Justice Services with Florida Atlantic University (FAU) in the amount of \$60,000 for period retroactive to February 1, 2025 through December 31, 2025.
- B) **delegate authority** to the County Administrator or designee to execute amendments and administrative documents associated with the above contract that do not substantially change the scope of work, terms or conditions of the agreement, on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

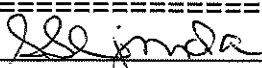
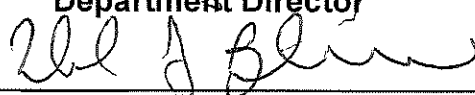
Summary: Palm Beach County's (PBC) Public Safety Department Division of Justice Services contracts with providers to coordinate reentry services to those returning to PBC from incarceration. On November 9, 2022, PBC Public Safety Department was awarded Grant #15PBJA-22-GK-04898-CSCR) (CFDA#16.812) through Bureau of Justice Assistance (BJA) in the amount of \$750,000 for FY 2023 through FY 2025. The goal of the grant is to enhance and implement clinical services and other evidence-based responses to improve reentry, reduce recidivism, and address the treatment and recovery needs of the people with mental health, substance use, or co-occurring disorders who are currently involved in the criminal justice system and returning to reside in the Glades. FAU has been a long standing partner of the Reentry Task Force, and has completed several prior evaluations over the years. They were pivotal in the planning and application of the grant. FAU will conduct a process and outcome evaluation to determine if the contract providers are meeting the goals and objectives of the grant. The contract with FAU is offset by \$50,000 in BJA grant funds and \$10,000 in ad valorem funds which were transferred from the Criminal Justice Commission to support this project. **District 6** (RS)

Background and Justification: PBC Public Safety developed a strategic plan for providing effective and coordinated reentry services to those returning from incarceration. The programs are intended to reduce recidivism among returning residents who are transitioning back to PBC as well as reduce future victimization, enhance public safety and improve the lives of communities, victims, and returning residents.

Attachment:

- 1) Contract with Florida Atlantic University (w/ Exhibits A & B) (2)

=====

Recommended By:	<u></u>	<u>6/2/25</u>
	Department Director	Date
Approved By:	<u></u>	<u>6/22/25</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services					
Operating Expenses	\$45,000	\$15,000			
Capital Outlay					
Grants & Aids					
External Revenue	(\$37,500)	(\$12,500)			
In-Kind Match (County)					
Net Fiscal Impact	\$7,500	\$2,500			

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 X No
Is this item using State Funds? Yes No X

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5704 Obj. 8101
Rev No: Fund 1436 Dept. 662 Unit 5704 Rev. 3129/8000

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

Grant: DOJ Crisis Stabilization & Reentry
Fund: 1436 Justice Services Grant Fund
Unit: 5704 DOJ Crisis Stabilization & Reentry

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lina Martin 6/4/2025
OFMB
QA 6/4
VS 6/4

Brandon Grack 6/11/25
Contract Dev. And Control 20 6/11/25

B. Legal Sufficiency:

[Signature] 6/12/2025
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR EVALUATION OF REENTRY SERVICES

This Contract is made as of July 8th, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the County, and Florida Atlantic University Board of Trustees, an instrumentality of the State of Florida, hereinafter referred to as the Entity, whose Federal I.D. is 65-0385507.

In consideration of the mutual promises contained herein, the County and the Entity agree as follows:

ARTICLE 1 - SERVICES

The Entity's responsibility under this Contract is to provide an evaluation of reentry services provided by the Palm Beach County Division of Justice Services, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The County's representative/liaison during the performance of this Contract shall be Nicole Bishop, telephone no. 561-355-1723.

The Entity's contractual representative/liaison during the performance of this Contract shall be Miriam Campo, telephone no. 772-242-2233.

The Entity's technical representative/liaison during the performance of this Contract shall be Cassandra Atkin-Plunk, telephone no. 561-297-3928.

ARTICLE 2 - SCHEDULE

The Entity shall commence services on February 1, 2025 and complete all services by December 31, 2025. The Parties agree that the Entity will be entitled to payment for services rendered beginning on February 1, 2025 notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO ENTITY

- A. **Amount.** The total amount to be paid by the County under this Contract for all services and materials shall not exceed a total contract amount of sixty thousand Dollars (\$60,000.00). The Entity shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Entity will bill the County on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices.** Invoices received from the Entity pursuant to this Contract will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Contract. 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, the Entity will clearly state "final invoice" on the Entity's final/last billing to the County. This shall constitute the Entity's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Entity.
- D. VSS Registration Required.** In order to do business with Palm Beach County, the Entity 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.pbc.gov>. If Entity intends to use sub-contractors, Entity must also ensure that all sub-contractors are registered as sub-contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractors register in VSS. County will not finalize a contract award until the County has verified that the Entity and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the 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 Contract are accurate, complete and current as of the date of the Contract 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 entities. The County shall exercise its rights under this article within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the Entity upon thirty (30) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Entity. It may also be terminated, in whole or in part, by the County, with cause upon fifteen (15) business days' written notice to the Entity or without cause upon thirty (30) business days' written notice to the Entity. If termination with cause, the Entity shall be given fifteen (15) days to cure the breach, which if not cured, the Contract shall terminate five (5) days thereafter.

Unless the Entity is in breach of this Contract beyond the applicable notice and cure periods, the Entity shall be paid for services rendered to the County's reasonable satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the 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.

ARTICLE 6 - PERSONNEL

The Entity represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required under this Contract shall be performed by the 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 the 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.

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

All of the Entity's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Entity is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Entity shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8 - 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 Entity. The Entity shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Entity authorized to use the County's Tax Exemption Number in securing such materials.

The Entity shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Entity represents that it is self-insured for liabilities under Florida sovereign immunity statutes with a statutory cap 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.

The Entity agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should the Entity contract with a third-party (sub-contractor) to perform any service related to the Contract, the Entity shall require the contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the Entity and the County as Additional Insureds. The Entity shall also require that the contractor include a Waiver of Subrogation against the County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Entity shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Entity of its liability and obligations

under this Contract.

ARTICLE 11 - LIABILITY

The Entity is a state agency and agrees to be fully responsible to the extent provided by section 768.28, Florida Statutes, for its negligent acts or omissions. Nothing herein is intended to be a waiver of sovereign immunity nor consent by the Entity to be sued by a third party.

This section shall survive termination or expiration of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The County and the Entity 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 Contract.

Except as above, neither the County nor the Entity shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 Contract 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 Contract, including but not limited to any citizen or employees of the County and/or Entity.

ARTICLE 14 - CONFLICT OF INTEREST

The 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, as may be amended. The Entity further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS

The 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 the Entity 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.

Upon the Entity's request, the County shall consider the facts and extent of any failure to perform the work and, if the Entity's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The Entity shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Entity further represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Entity shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.

The Entity reserves to itself and its employees the right to publish the results of the project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, ENTITY shall provide the COUNTY'S representative/liaison with a copy of each manuscript using data and information obtained as a result of this Contract that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days, ENTITY shall be free to publish the manuscript at any time at the end of the sixty (60) days. ENTITY reserves the right to use the results of this work for educational or research purposes.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Entity and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Entity is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the Entity's sole direction, supervision, and control. The 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.

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

ARTICLE 19 - CONTINGENT FEES

The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Entity to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Entity, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The 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 Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Entity's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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 Entity, 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 - 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.

ARTICLE 22 - AUTHORITY TO PRACTICE

The 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.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, 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 convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Entity of the County's notification of a contemplated change, the 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 the Entity's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the 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 a Contract amendment and the Entity shall not commence work on any such change until such written amendment is signed by the Entity and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Stephanie Sejnoha, Director
Palm Beach County Public Safety Department
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 Entity, notices shall be addressed to:

Miriam Campo
777 Glades Rd
Admin Bldg. AD10, Suite 297
Boca Raton, FL 33431

ARTICLE 27 - 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 the "Modifications of Work" article of this Contract.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The Entity, Entity's employees, subcontractors of Entity and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as may be amended. The Entity is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Entity acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Entity(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Entity shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the County. If the Entity or its subcontractor(s) terminates an employee who has been issued a badge, the Entity must notify the County within two (2) hours. At the time of termination, the Entity shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Entity if the Entity 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the

County regarding a terminated Entity employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The 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.

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Entity certifies that it, its affiliates, suppliers, subcontractors and entities 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, 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 section 287.135, Florida Statutes, as may be amended, 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 section 215.473, Florida Statutes, as may be amended, 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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Entity: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Entity shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Entity is specifically required to:

- A.** Keep and maintain public records required by the County to perform services as provided under this Contract.

- 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, Florida Statutes, or as otherwise provided by law. The 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 Contract term and following completion of the Contract, if the Entity does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Entity shall transfer, at no cost to the County, all public records in possession of the 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 the Entity transfers all public records to the County upon completion of the Contract, the Entity shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Entity keeps and maintains public records upon completion of the Contract, the Entity shall meet all applicable requirements for retaining public records. All records stored electronically by the 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 the Entity to comply with the requirements of this article shall be a material breach of this Contract. 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, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

ARTICLE 32 - 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.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

The Entity represents that it is a “public agency” under section 448.095, Florida Statutes, and that it is in compliance with section 448.095, Florida Statutes and that it 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.

The Entity shall require in any contract with a contractor that the contractor, and any subcontractor thereof register with and use E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor and require each contractor to obtain from each of its subcontractors an affidavit stating that the sub entity does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. 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 sub entity has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Entity to terminate its contract with the sub entity and Entity shall immediately terminate its contract with the sub entity. 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.

ARTICLE 34 – INCORPORATION BY REFERENCE

Exhibits and associated Schedules attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference. To the extent of a conflict between the terms of this Contract and any Exhibit, the terms of the Contract shall govern.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Entity has made and executed this Contract on behalf of the Entity.

ATTEST:

JOSEPH ABRUZZO, Clerk and Comptroller

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO
LEGAL SUFFICIENCY

By: *D. Constantino*
Department Director

By: *[Signature]*
Assistant County Attorney

ENTITY:

WITNESS:

Diane Constantino
Diane Constantino (Apr 15, 2025 15:23 EDT)
Signature

Diane Constantino
Name (type or print)

Florida Atlantic University Board of Trustees
E. E. Arroyo
Digitally signed by Efrain E. Arroyo
Date: 2025.04.15 15:21:01 -04'00'
Signature

Efrain E. Arroyo
Name (type or print)

Associate Director, Contract Services
Title

CONTRACT EXHIBIT A

SCOPE OF WORK

Florida Atlantic University Scope of Work and Project Deliverables

Scope of Work

This scope of work describes how Florida Atlantic University (FAU) will partner with the Palm Beach County (PBC) Public Safety Department to evaluate their Bureau of Justice Assistance (BJA) Crisis Stabilization and Community Reentry (CSCR) grant. Drs. Cassandra Atkin-Plunk (FAU principal investigator) and Brian Graves (FAU co-principal investigator) will conduct a process and outcome evaluation to determine if the grant is meeting its goals and objectives. More specifically, FAU will:

1. Assist PBC Public Safety Department in the development of a process evaluation plan that links program goals and activities to outcomes and data elements. This evaluation plan will identify the data collection strategies and indicators that can be used to measure the impact of the project.
2. Work with project partners to develop an outcome evaluation plan that assesses the program's effectiveness by measuring change that has occurred as a result of the program including, but not limited to, follow through with services, rearrest, future crisis events, etc.
3. Work with project partners to gather information and data needed to track the project's progress towards meeting the goals stated in the grant, including baseline data for the target population.
4. Conduct a process evaluation that examines whether and to what extent reentry program strategies were (1) implemented as planned, (2) whether expected outputs were produced, and (3) what barriers were encountered. The process evaluation will reflect evidence-based principles and stated process evaluation goals (i.e. how to use the results of the process evaluation).
5. Participate in advisory meetings with project staff and collaborators to determine the most and least helpful aspects of the project as well as areas needing adjustment.
6. Conduct a final program evaluation with project staff and collaborators, and provide written findings in a final report. The program evaluation will include a review and analysis of progress and performance toward goals stated in the project narrative, program fidelity, improvement recommendations, and follow-up on prior improvement recommendations.

FAU has access to the appropriate and necessary technology and statistical packages to complete the process and outcome evaluations. PBC Public Safety Department will provide FAU with access to all the necessary administrative data to complete the evaluation.

Project Deliverables

Deliverable 1: Due May 31, 2025

Interim evaluation report, which will include a written report and presentation to the PBC Reentry Task Force

Deliverable 2: Due December 31, 2025

Final evaluation report, which will include a comprehensive written final process and outcome evaluation report and a presentation to the PBC Reentry Task Force

CONTRACT EXHIBIT B
SCHEDULE OF PAYMENTS

Payment Schedule

1. Initial Planning and Evaluation Framework

Data Collection and Process Evaluation Progress Development

Amount: \$30,000 (50% of total)

Due Date: July 15, 2025

Backup Documentation:

- Written process evaluation plan linking program goals and activities to outcomes and data elements.
- Outcome evaluation plan outlining data collection strategies and indicators.
- Meeting minutes from advisory meetings documenting collaboration and project discussions.
- Invoice detailing work completed during the planning phase.
- Interim evaluation report with written findings on process evaluation (implementation, outputs, barriers, etc.).
- Presentation materials and summary delivered to the PBC Reentry Task Force.
- Documentation of data gathered and any preliminary analysis on program progress toward goals.
- Invoice for work completed during data collection and interim evaluation reporting phase.

2. Outcome Evaluation Progress and Final Data Collection

Amount: \$15,000 (25% of total)

Due Date: September 30, 2025

Backup Documentation:

- Updated process evaluation progress and findings from advisory meetings with project staff and collaborators.
- Documentation of any changes or adjustments made to data collection strategies based on interim evaluation feedback.
- Mid-term data analysis progress reports tracking baseline data and follow-through with services, rearrest rates, and crisis event metrics.
- Invoice detailing work completed toward final data collection and preliminary outcome evaluation.

3. Final Program Evaluation and Report Submission

Amount: \$15,000 (25% of total)

Due Date: December 31, 2025 (Upon submission of Deliverable 2)

Backup Documentation:

- Comprehensive final process and outcome evaluation report.
- Presentation materials and summary delivered to the PBC Reentry Task Force.
- Documentation of final data analysis, program fidelity, and follow-up on prior recommendations.
- Invoice for the completion of the final evaluation and report.

Summary:

- **Total Contract Amount:** \$60,000
- **Backup Documentation Requirements:**
 - Written reports, plans, and meeting minutes.
 - Presentation materials for each major deliverable.
 - Progress reports detailing data collection, analysis, and any changes made.
 - Invoices itemizing the work completed for each payment installment.