

Department: CRIMINAL JUSTICE COMMISSION
Submitted For: CRIMINAL JUSTICE COMMISSION

1) First Amendment to the MOU with the Clerk (3)

9/3/2025
Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Personal Services					
Operating Costs	\$3,582				
Grants & Aids					
External Revenues	(3,582)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Fund: 1515 MacArthur Foundation's Safety and Justice Challenge \$234k
Department: 762 – Criminal Justice Comm Grants
Unit: 7742 – MacArthur Foundation \$234K FY25-26

Departmental Fiscal Review:

Digitally signed by Marianela Diaz
DN: DC=org, DC=pbcbgov, OU=
Enterprise, OU=PSD, OU=Users,
CN=Marianela Diaz, E=MDiaz@
pbc.gov
Date: 2025.08.19 15:14:57-04'00'

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments?

ASD/CAC 8/27/25
OFMB 08/27
V-58127

Comments: Handwritten signature 8/28/25
Contract Dev. & Control 2018.28.25

B. Legal Sufficiency

Brosnell 8/28/2025
Assistant County Attorney

C. Other Department Review

Department Director

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

ATTACHMENT 1

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

This First Amendment to Memorandum of Understanding ("Amended MOU") is made as of the 11th day of August, 2025, by and between the Clerk of the Circuit Court & Comptroller, Palm Beach County, ("CLERK"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "COUNTY"). CLERK and COUNTY are hereinafter referred to collectively as "the Parties."

RECITALS

WHEREAS, under its 2018 agreement with the CLERK, EQUIVANT developed software for the benefit of the COUNTY's Criminal Justice Commission and its use of the Uptrust Automated Messaging Interface within the Showcase system (the "Interface"); and

WHEREAS, so that the CLERK could process a Quote from EQUIVANT to develop a software enhancement to the Interface, the CLERK and the COUNTY entered into a Memorandum of Understanding on November 1, 2022 (R2022-1293) ("MOU"), which provided for two automatic one (1)-year renewal terms that will end on October 31, 2025; and

WHEREAS, the MOU provided that the COUNTY would reimburse the CLERK for the software enhancement to the Interface, and for maintenance of the software through the expiration of the final renewal term; and

WHEREAS, the COUNTY has extended its agreement with Uptrust through September 30, 2026, and desires to amend the MOU to extend the current and final renewal term to provide for reimbursement of software maintenance fees through September 30, 2026; and

WHEREAS, to effect the extension and additional reimbursement costs that the COUNTY must pay the CLERK, the Parties desire to amend the MOU in accordance with the terms set forth below.

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

I. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

II. The current renewal period of November 1, 2024 to October 31, 2025 is hereby modified to extend the end date through September 30, 2026.

III. To provide for the additional cost for software support and maintenance of the interface for the period from November 1, 2025 through September 30, 2026, the COUNTY shall reimburse the CLERK the amount of Three Thousand Five Hundred

Eighty-Two Dollars and Zero Cents (\$3,582.00), See **Exhibit "A,"** Equivant's Support and Maintenance Renewal Notice, attached hereto and incorporated herein.

This Amended MOU contains the entire agreement and understanding and supersedes all prior or contemporaneous agreements with respect to the subject matter herein, whether written or oral, and modifies the MOU to the extent that this Amended MOU is inconsistent with the MOU. To the extent not inconsistent with this Amended MOU, the MOU is ratified and remains in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
BY TODD J. BONLARRON,
INTERIM COUNTY ADMINISTRATOR

By: Joseph Abruzzo Aug 6, 2025
Clerk of the Circuit Court &
Comptroller

By: Todd J. Bonlarron
Todd J. Bonlarron
Interim County Administrator
Palm Beach County

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jessica Bober Rosenthal / Richard Sena
Asst. County Attorney
County Attorney's Office

APPROVED AS TO TERMS
AND CONDITIONS

By: Angelique J. Pickett
Angelique J. Pickett
Executive Director
Criminal Justice Commission



Support and Maintenance Renewal Notice

Clerk of the Circuit Court & Comptroller, Palm Beach County
Attn Olivia Stewart
PO Box 229
West Palm Beach, FL 33402-0229
ostewart@mypalmbeachclerk.com

Date: August 1, 2025
Client ID: PALMBEFL

Software Maintenance Renewal

Support Period: November 1, 2025 through September 30, 2026 - Prorated

<u>Software</u>	<u>Annual Amount</u>
Uptrust Automated Messaging Interface	\$3,582.00

Total Maintenance: \$3,582.00

*Includes updates & enhancements, unlimited email & phone support for 11 months
equivant will issue an invoice within 60 days*

This maintenance renewal is pursuant to the current equivalent Support Agreement and renews annually. Notification of termination is required pursuant to that agreement. CourtView software is proprietary property of CourtView Justice Solutions Inc. d/b/a equivalent and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon equivalent 's ownership rights. equivalent is the sole source for software maintenance and services for its products.
CourtView Justice Solutions Inc. Federal Tax ID # 46-0521050