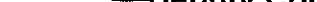


Department: Public Safety Department
Submitted For: Criminal Justice Commission

- 1) GAN 6 for Grant Award 19-1806-153373-CJ
- 2) SJC Sustainability Grant #22-2001-154459-CJ Agreement
- 3) SJC Capstone Grant #24-2206-156538-CJ Agreement
- 4) Uptrust/Fieldware Contract No. 21-033/LI
- 5) First Amendment to the MOU with the Clerk
- 6) First Amendment to the Public Defender's Office Interlocal Agreement
- 7) Third Amendment to the Interlocal Agreement with FSU (3)
- 8) Urban Institute Justice Policy Center Case Processing Study
- 9) Urban Institute Justice Policy Center Mobile Probation Unit Study

Approved by:  10/3/2018
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Personal Services	(138,714)				
Operating Costs	(29,375)				
Grants & Aids	(132,886)				
External Revenues	300,975				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0*				
#ADDITIONAL FTE	(2)				
POSITIONS (CUMULATIVE)	(2)				

Is Item Included In Current Budget?	Yes <u>X</u>	No <u> </u>
Is this item using Federal Funds?	Yes <u> </u>	No <u>X</u>
Is this item using State Funds?	Yes <u> </u>	No <u>X</u>

Budget Account Exp No: Fund 1514/1515 Dept. 762 Unit 7735/7742 Obj. various
Rev No: Fund 1514/1515 Dept. 762 Unit 7735/7742 Rev. 6694

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

* The FY26 adopted budget includes \$126,636 for Grant #22-2001-154459-CJ in Fund 1514 and \$174,339 for Grant #24-2206-156538-CJ in Fund 1515. Once FY25 is closed, a grant carryforward will be submitted to reflect the ending balances for each grant. During the Balance Brought Forward process, the budget will be amended to reduce remaining balances for the two funds and close out the grants.

Departmental Fiscal Review:

Digitally signed by Marianela Diaz
DN: DC=org, DC=pbogov, OU=
Enterprise, OU=PSD, OU=Users, CN=
Marianela Diaz, E=MDiaz@pbc.gov
Date: 2025.10.02 08:01:32-04'00'

III. REVIEW COMMENTS:

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


 OFMB  10/2/2005
 VS 10/2
 10/2

Comments:

Brenda Nacht 10/2/28

Contract Dev. & Control

B. Legal Sufficiency

Assistant County Attorney 10/2/25

C. Other Department Review

Department Director

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



Palm Beach County, Florida

Grant \$1.4M 19-1806-153373-CJ

Submitted August 20, 2025

GAN 6 Request - reduce budget to actual expenditures.

ATTACHMENT 1

Cost Category	Year 1 (Jan - Dec 2020)	Year 2 (Jan - Dec 2021)	GAN 1&2	GAN 3	GAN 4	GAN 5	Proposed GAN 6	Remaining Balance	Total
I. Personnel	\$ 211,400	\$ 413,400	\$ (73,940)	\$ 22,536	\$ 19,000	\$ 48,327	\$ -	\$ (0)	\$ 640,722
1 Pretrial Services Counselor I for Intake	\$ 16,700	\$ 67,200	\$ (12,527)	\$ (10,024)	\$ (864)	\$ -	\$ -	\$ -	\$ 60,485
1 Pretrial Services Counselor I for Supervision	\$ 16,700	\$ 67,200	\$ (14,013)	\$ 45,289	\$ 13,453	\$ 21,721	\$ -	\$ -	\$ 150,350
1 Racial and Ethnic Disparity Position - CJC	\$ 21,000	\$ 85,000	\$ 3,600	\$ (9,913)	\$ (648)	\$ -	\$ -	\$ -	\$ 99,039
1 Client Navigator Position - Public Defender's Office	\$ 12,000	\$ 48,000	\$ -	\$ (41,245)	\$ -	\$ -	\$ -	\$ -	\$ 18,755
1 Social Service Coordinator Position - Public Defender's Office	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
* SJC Program Coord.	\$ 70,000	\$ 71,000	\$ (51,000)	\$ 38,429	\$ 7,058	\$ 26,605	\$ -	\$ (0)	\$ 162,092
II. Professional Services	\$ 303,650	\$ 301,650	\$ 140,396	\$ (49,558)	\$ (5,740)	\$ (27,416)	\$ -	\$ 0	\$ 662,982
Amended-High Users Next Steps (Time Served Individuals)	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
FSU Evaluation of Pre-Trial Release Practices (part A)	\$ -	\$ -	\$ 82,894	\$ 17,856	\$ (33,500)	\$ -	\$ -	\$ -	\$ 67,250
FSU Evaluating the Efficacy of Pretrial Changes Intended to Reduce Jail Population (part B)	\$ -	\$ -	\$ -	\$ -	\$ 94,368	\$ -	\$ -	\$ -	\$ 94,368
FSU Evaluation of High Users Next Steps (part C)	\$ -	\$ -	\$ 80,000	\$ -	\$ (60,868)	\$ 40,868	\$ -	\$ -	\$ 60,000
Community-based Resources for Inmate Release (Public Defender)	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 12,311	\$ (18)	\$ -	\$ -	\$ 112,293
Amended-Language translators for community engagement events	\$ 3,650	\$ 3,650	\$ (7,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
* Strategic Planning/Community Engagement	\$ -	\$ -	\$ 132,982	\$ (62,342)	\$ (5,385)	\$ (65,254)	\$ -	\$ 0	\$ 0
Bus Passes for Pretrial SOR Clients	\$ 5,000	\$ 5,000	\$ (6,180)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,820
Drug Testing for Indigent Pretrial SOR Clients	\$ 58,000	\$ 58,000	\$ (58,000)	\$ 15,378	\$ (9,999)	\$ (3,011)	\$ -	\$ -	\$ 60,368
Court Reminder Texts (Vendor costs)	\$ 20,000	\$ 20,000	\$ (2,000)	\$ (20,450)	\$ (2,867)	\$ -	\$ -	\$ -	\$ 14,883
Office Visit Reminder Texts (Pretrial Services/State/County probation)	\$ 20,000	\$ 20,000	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operation Fresh Start	\$ 20,000	\$ 20,000	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile reporting felony probation mini-bus signage and graphics	\$ 2,000	\$ -	\$ (2,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III. Data Enhancements (e.g., IT system improvements, technology, staff)	\$ 44,000	\$ 10,000	\$ (32,956)	\$ 15,839	\$ 1,461	\$ 15,896	\$ -	\$ -	\$ 54,040
Data Dashboard (annual license for Tableau Software)	\$ 3,000	\$ 3,000	\$ (4,706)	\$ 1,206	\$ (1,206)	\$ -	\$ -	\$ -	\$ 1,294
Court Reminder Texts (Equivalent maintenance and edits/3 data transfer protocols & Uptrust)	\$ 40,000	\$ 6,000	\$ (26,250)	\$ 14,633	\$ 2,667	\$ 15,896	\$ -	\$ -	\$ 52,746
Criminal History Checks for Outcome Measures	\$ 1,000	\$ 1,000	\$ (2,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV. Equipment and Hardware	\$ 80,900	\$ -	\$ 500	\$ (1,500)	\$ (1,859)	\$ -	\$ -	\$ -	\$ 78,041
Computers for two new positions for CJC and Public Defender	\$ 3,000	\$ -	\$ (1,500)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile reporting felony probation 15 passenger mini-bus, non-CDL, gas, 2019	\$ 70,000	\$ -	\$ 9,900	\$ -	\$ (1,859)	\$ -	\$ -	\$ -	\$ 78,041
Mobile reporting probation mini-bus equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inverter for 110 receptacles	\$ 1,000	\$ -	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Laptop computers	\$ 3,500	\$ -	\$ (3,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Folding tables, quality resin	\$ 1,000	\$ -	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Heavy duty plastic folding chairs	\$ 1,500	\$ -	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wireless scanner and printer	\$ 500	\$ -	\$ (500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tents	\$ 300	\$ -	\$ (300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mini refrigerator	\$ 100	\$ -	\$ (100)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
V. Travel (e.g., airfare, hotel accommodations, food and incidentals)	\$ 10,000	\$ 10,000	\$ (20,000)	\$ 10,500	\$ (2,023)	\$ 5,436	\$ (741)	\$ -	\$ 13,173
Mileage	\$ -	\$ -	\$ -	\$ 500	\$ (483)	\$ 4	\$ -	\$ -	\$ 21
Amended-All Site Visits and other travel for the grant	\$ 10,000	\$ 10,000	\$ (20,000)	\$ 10,000	\$ (1,540)	\$ 5,432	\$ (741)	\$ -	\$ 13,152
VI. Meeting Expenses (e.g., meeting space, food and supplies)	\$ 7,500	\$ 7,500	\$ (14,000)	\$ 15,000	\$ (10,838)	\$ (1,866)	\$ -	\$ -	\$ 3,496
Amended-Food, meeting space, and incidentals for Community Engagement Events	\$ 5,000	\$ 5,000	\$ (9,000)	\$ 10,000	\$ (8,016)	\$ (612)	\$ -	\$ -	\$ 2,372
Food for MacArthur Planning Team meetings	\$ 2,500	\$ 2,500	\$ (5,000)	\$ 5,000	\$ (2,822)	\$ (1,054)	\$ -	\$ -	\$ 1,124
VII. Indirect Costs (not-to-exceed 15%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 657,450	\$ 742,550	\$ (0)	\$ 12,817	\$ 0	\$ 40,377	\$ (741)	\$ -	\$ 1,452,453

I authorize the Palm Beach County Criminal Justice Commission to exhaust the accrued interest in Sustainability Grant 22-2001154459-CJ rather than return funds.

Grant Award	\$ 1,400,000
Interest & Rebates Earned	\$ 52,453
Total Expenditures	\$ 1,452,453

NeAngela Dixon

Approved by NeAngela Dixon, Program Officer
John D. and Catherine T. MacArthur Foundation

8-22-25

Date

ATTACHMENT 2

AGREEMENT

R2023 0953 JUL 11 2023

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

EFFECTIVE DATE: March 9, 2023

GRANT NO.: 22-2001-154459-CJ

GRANTEE: Palm Beach County, Florida
301 North Olive Avenue
Suite 1001
West Palm Beach, FL 33401
(**"your organization"**)

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the **"Foundation"**)

GRANT AMOUNT: U.S. \$875,000

PURPOSE OF GRANT: To support and sustain comprehensive efforts to reduce jail incarceration and racial and ethnic disparities in jail usage as a site in the Safety and Justice Challenge (the **"Purpose"**)

FOR USE OVER THE PERIOD: January 1, 2023 - December 31, 2024

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the **"Payment Schedule"**):

Initial Installment: U.S. \$525,000, paid in a single lump sum
Installment 2: U.S. \$350,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the **"Due Dates"**):

August 31, 2023: Interim Report (Disparity Work), as further described in Paragraph 4(C) herein
February 29, 2024: Annual Report, covering the period January 1, 2023 through December 31, 2023
February 28, 2025: Annual Report, covering the period January 1, 2024 through December 31, 2024
February 28, 2025: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

- PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within thirty (30) days after receipt by the Foundation of fully-executed copies of (i) this agreement; (ii) the Foundation's Electronic Payment Authorization Form (**"Payment Form"**); and (iii) all necessary tax documents, if all conditions described in this agreement are satisfied. The Payment Form must be delivered through the DocuSign links provided to your organization by the Foundation or other secured means approved by the Foundation in writing in advance. The fully-executed agreement and tax documents may be submitted through DocuSign, uploaded to the Foundation's online Grants Management System (**"GMS"**), or submitted through other secured means approved by the Foundation in writing in advance. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in GMS.
- BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, not expended or committed for the purposes of the grant, will be returned to the Foundation unless otherwise agreed by the Foundation. Interest earned may be expended for your organization's charitable purposes.

3. **USE OF FUNDS:** (A) **EXEMPT PURPOSES:** Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on February 20, 2023 and entitled "Final Proposal 154459", and the budget uploaded into GMS on September 16, 2022, relating thereto (the "**Approved Budget**"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

(B) **CONTROL OF PROJECT:** Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant and that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization agrees that no Foundation grant funds will be used for any of the following purposes:

- (a) To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code ("**Tax Code**"));
- (b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
- (c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
- (d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the project, including by assisting any party to secure an improper advantage in violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;
- (e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a "**Prohibited Party**"); or
- (f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.

Attachment A and Attachment B are summaries of the types of activities prohibited under Section 4945 of the Tax Code.

(3) Further, your organization agrees to provide the Foundation such information as the Foundation may reasonably request, including (a) information about persons or organizations that will or have received funds in connection with this grant and (b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranting or by contract.

4. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds during the period covered by the report.

(C) INTERIM REPORT (DISPARITY WORK): Your organization's Interim Report (Disparity Work) shall contain a narrative detailing progress on efforts to meet your organization's jail population target, address and reduce racial disparities, improve community engagement, and enhance stakeholder involvement.

5. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "**Policy**"; Attachment C hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "**Grant Work Product**") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "**Third Party**"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

(D) In connection with the narrative reports required to be submitted in the GMS under this agreement, your organization will be required to address a series of questions related to intellectual property that are available on the narrative report form in the GMS.

6. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "**MacArthur Name**"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
7. PUBLICATIONS: Publications produced or disseminated wholly or in part with Foundation funds will be made available to the Foundation electronically or by hard copy as your organization may elect. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
8. NOTIFICATION: Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable senior level executive of any agency that is engaged materially in the activities funded by the Foundation ("**Agency**"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder

is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e mail address under the signature line below.

9. **WORKPLACE CONDUCT STANDARDS:** (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

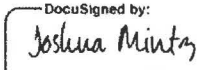
(B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.

10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
11. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
12. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the Approved Budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
13. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the Approved Budget.
14. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

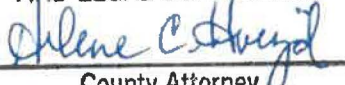
15. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
16. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
17. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts delivered using digital signatures via the Foundation's DocuSign process or other secured means approved in advance by the Foundation shall be deemed to have been duly and validly delivered and shall have the same force and effect as if the signature was an original thereof. In the event that any original wet signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
18. **DUE AUTHORITY:** The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the Effective Date.

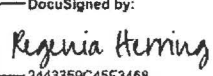
**JOHN D. AND CATHERINE T.
MacARTHUR FOUNDATION**

DocuSigned by:

By: C5D13B7843314D2
Joshua J. Mintz
Its: Vice President, General Counsel, and Secretary
E-Mail: jmintz@macfound.org

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


County Attorney

**R2023 0953 JUL 11 2023
PALM BEACH COUNTY, FLORIDA**

DocuSigned by:

By: 2443359C45F3468
Signature

Its: RH - Executive Director
Title

Payment should be made payable to PALM BEACH COUNTY, FLORIDA

To facilitate receipt of the grant funds:

- (1) Please upload the fully-signed agreement (and attachments) to the Foundation's Grants Management System.
- (2) Please complete, sign, and return the MacArthur Electronic Payment Authorization Form to the Foundation using DocuSign.

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not.

Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar procedure. Legislation of

the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with which government would be expected to deal eventually. Accordingly, it is permissible to speak to

legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the communication for lobbying purposes. If it does, and if the

grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

PERMISSIBLE AND PROHIBITED ACTIVITIES

Some Permissible Public Policy Activities

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

ELECTIONEERING ACTIVITIES

This document provides guidance regarding the rules prohibiting participation in political campaigns. This overview is simplified for educational purposes. It is not legal advice and should not be relied on as such. Your organization should consult qualified legal counsel with questions.

The general rules are clear and easy to state: **Organizations described in section 501(c)(3) of the Internal Revenue Code -- or their equivalent as determined in accordance with applicable law -- may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.** For ease of reference, this general prohibition will be referred to as “electioneering activities”. The MacArthur Foundation is a section 501(c)(3) private foundation and it is subject to the prohibition on the use of its funds for electioneering activities (and lobbying).

There are no bright line rules defining electioneering activities, although they generally arise when there is (1) a candidate,¹ (2) that candidate is seeking public office, and (3) the activities involve participation or intervention in the candidate's political campaign. The IRS applies a “facts and circumstances” test to determine whether an activity constitutes campaign intervention. **Nonpartisan voter education is not treated as campaign intervention.** Educational activities include “the instruction or training of the individual for the purpose of improving or developing his capabilities.” Educational activities also must present “a sufficiently full and fair exposition of the pertinent facts.”

To help evaluate whether a particular activity involves prohibited political campaign intervention, the following chart compares examples of situations in which the IRS has ruled that an activity constitutes prohibited campaign intervention with examples involving nonpartisan voter education:

Political Campaign Intervention	Nonpartisan Voter Education
Basic Advocacy	
Expressly advocating for the election or defeat of an identified candidate or party, including through the use of code words or issues that are clearly associated with one candidate or party.	Providing neutral information about candidates, such as posting links to each candidate's official campaign websites if the links are presented on a consistent neutral basis for each candidate with text saying, “For more information on Candidate X, you may consult ____.”

¹ A candidate is defined under Section 1.501(c)(3)-1(c)(3)(iii) of the Treasury Regulations as “an individual who offers himself, or is proposed by others, as a contestant for an elective public office, whether such office be national, State, or local.”

Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
Guides on Voter Issues and Voting Records	
Publishing a single-issue voter guide reflecting candidates' positions on an area of interest to the organization. [Consequently, a voter guide that reflected a candidate's position on only a single issue related to corruption would be problematic.] Preparing voter guides that convey a bias regarding candidates' positions on certain issues and distributing the guides to particular congressional districts close to the date of the election.	Publishing and making widely available the results of a questionnaire identifying the candidates' positions on a broad range of issues selected by the organization solely on the basis of their importance and interest to the electorate as a whole. Publishing and making widely available a compilation of voting records of Congressional members on a broad range of subjects when there is no editorial opinion and the content and structure of the publication do not imply approval or disapproval of any Congressional members or their voting records. Publishing a summary of the voting records of all incumbent members of Congress on selected legislative issues that are important to the organization, along with the organization's position on those issues, when there is limited distribution, no attempt to target distribution to areas where there are elections, and the timing coincides with the end of congressional sessions (the guide also included a caveat about judging the qualifications of an incumbent based on a few selected votes).
Get Out the Vote Efforts	
Calling registered voters before an election, emphasizing the importance of particular issues, asking about the voters' views on those issues, and only engaging voters whose views are favorable to the organization's positions.	Conducting or funding "get out the vote" drives that treat all voters equally, regardless of party affiliation or candidate preference (if known). The IRS has also ruled that an organization can focus voter education and outreach efforts on women voters, particularly in minority communities, through a variety of public events and locations if the organization provides assistance to anyone who requests it, regardless of party affiliation, and the organization does not comment on any candidate's qualifications and does not rate any candidates.
Candidate Forums and Debates	
Holding a candidate forum that involves biased questioning procedures.	Sponsoring candidate debates or forums that include all qualified candidates if the moderator's questions cover a range of issues and do not reflect a bias for or against a candidate.

Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
Use of Resources and Facilities	
Permitting directors, officers, and employees to use the organization's resources (e.g., email or mailing list) to engage in campaign activities, even if these directors, officers, and employees are only supporting the campaign in their personal capacities. Offering special support, services, or resources (e.g., reviewing issue papers) to one campaign, without making such support or services available on an even-handed basis to all candidates and failing to charge fair market value for such support or services.	Permitting directors, officers, and employees to engage in political campaign activities on a personal basis so long as they do not use the organization's resources (e.g., email or mailing list) to engage in campaign activities. Making the organization's facilities and other resources available to individuals or groups for political campaign purposes, provided they are made available on the same basis as to non-political groups or individuals, the organization doesn't promote or endorse the event, and ensures the facilities are equally available to all candidates and political parties.
Rating Candidates	
Rating candidates for elective public office, even if there is no mention of the candidates' party affiliation and the ratings are based on a standard of professional competence (e.g., approved as highly qualified, approved, or not approved) as opposed to a comparison of candidates. This can include hosting a platform for members of the public to learn more about candidate positions and express their preferences for candidates and publishing the ratings.	Hosting a platform for members of the public to listen to candidate positions and express their preferences for candidates without publishing or otherwise making available the ratings.
Appearances at Public Meetings and Events	
Acknowledging the presence of an elected official who is also a candidate at a public event and highlighting the importance of his or her re-election in order to advance an issue.	Referencing the presence of an elected official who is a candidate attending a meeting or event without referencing that person's candidacy or the election.

The following are additional activities that are **impermissible** under the rules:

- Candidate pledges, such as asking candidates to sign pledges (or covenants) to support your issue.
- Making financial contributions to candidates.
- Expressly advocating a vote for or against a candidate.
- Increasing the amount or volume of criticism of sitting officials who are also candidates in close proximity to an election.
- Endorsing a candidate.
- Making campaign contributions or expenditures on behalf of candidates.
- Restricting rental of mailing lists or facilities to only certain candidates or engaging in such business transaction for the first time with candidates.
- Publishing or communicating anything that explicitly or implicitly favors or opposes a candidate.

Electioneering Activities

- Criticizing sitting legislators or other elected officials by attacking their personal characteristics or attacking them in their status as a candidate.

Acting in a Personal Capacity

While 501(c)3 organizations cannot intervene in political campaigns, individuals that may be associated with the organization can in their personal capacity intervene in campaigns. It becomes very important, however, for the individual to be clear that he or she is acting as an individual and not on behalf of the organization. Written or spoken disclaimers indicating that the actions or words are in a personal capacity are critical to making the distinction especially if the individual occupies a high-profile place in the organization. In addition, the resources of the organization should not be used to advance the individual's political activity. This means the following types of resources or equipment belonging to the organization should not be used by the individual to further his/her own political activity: machines, phones, computers, mailing lists, email, office space, newsletters, internal communications or stationary among other items.

Conclusion

This overview provides some examples of how the IRS has distinguished between political campaign intervention and nonpartisan voter education to help grantees comply with the Foundation's prohibition on the use of grant funds for political campaign activities. It is important to note that some of these activities may also intersect with the Foundation's prohibition on the use of funds for lobbying activities. In these cases, the grantee should ensure that the activities qualify under a relevant exception to the lobbying rules, such as the exceptions for nonpartisan analysis and research or the examination and discussion of broad social, economic, or other issues.

Policy Regarding Intellectual Property Arising Out of Foundation Grants

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy articulates the principles guiding the Foundation's approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy.

Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price. Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy was initially adopted by the Foundation on September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.

Glossary

Creative Commons License: A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

Data: All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

Impact Study: A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

Open Source License: A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

Registry: An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

Research: The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

Source: Evaluation Thesaurus. Michael Scriven.

ATTACHMENT 3

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

EFFECTIVE DATE: September 23, 2024

GRANT NO.: 24-2206-156538-CJ

GRANTEE: Palm Beach County, Florida
301 North Olive Avenue
Suite 1001
West Palm Beach, FL 33401
("your organization")

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "Foundation")

GRANT AMOUNT: U.S. \$234,000

PURPOSE OF GRANT: To support Palm Beach County's participation in the Safety and Justice Challenge, the Foundation's justice reform initiative to reduce over-incarceration and racial and ethnic disparities by changing the way America thinks about and uses jails (the "Purpose")

FOR USE OVER THE PERIOD: October 1, 2024 - September 30, 2026

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the "Payment Schedule"):

Initial Installment: U.S. \$117,000, paid in a single lump sum
Installment 2: U.S. \$117,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

June 30, 2025: Interim Report (Disparity Work), as further described in Paragraph 4(C) herein
November 30, 2025: Annual Report, covering the period October 1, 2024 through September 30, 2025
November 30, 2026: Annual Report, covering the period October 1, 2025 through September 30, 2026

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS: (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made by the later of the date scheduled in the Foundation's online Grants Management System ("GMS") or within thirty (30) days after receipt by the Foundation of fully executed copies of (i) this agreement; (ii) the Foundation's Electronic Payment Authorization Form ("Payment Form"); and (iii) all necessary tax documents, if all conditions described in this agreement are satisfied. The Payment Form must be delivered through the DocuSign links provided to your organization by the Foundation or other secured means approved by the Foundation in writing in advance. The fully-executed agreement and tax documents may be submitted through DocuSign, uploaded to GMS, or submitted through other secured means approved by the Foundation in writing in advance. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in GMS.

2. BANK ACCOUNTS: Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, not expended or committed for the purposes of the grant, will be returned to the Foundation unless otherwise agreed by the Foundation. Interest earned may be expended for your organization's charitable purposes.

3. **USE OF FUNDS: (A) EXEMPT PURPOSES:** Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on August 20, 2024 and entitled "Final Proposal 156538", and the budget uploaded into GMS on June 11, 2024, relating thereto (the "Approved Budget"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

(B) **CONTROL OF PROGRAM:** Your organization confirms that this program is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant and that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization agrees that no Foundation grant funds will be used for any of the following purposes:

- (a) To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code ("Tax Code"));
- (b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
- (c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
- (d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the program, including by assisting any party to secure an improper advantage in violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;
- (e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a "Prohibited Party"); or
- (f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.

Attachment A and Attachment B are summaries of the types of activities prohibited under Section 4945 of the Tax Code.

(3) Further, your organization agrees to provide the Foundation such information as the Foundation may reasonably request, including (a) information about persons or organizations that will or have received funds in connection with this grant and (b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranting or by contract.

(4) **Non-Discrimination:** The Foundation's grantmaking shall not support activities or programs that discriminate in violation of U.S. law.

4. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year, or partial year in the instance of the Interim Report, in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) The annual written reports should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant

have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds during the period covered by the report.

(C) INTERIM REPORT (DISPARITY WORK): Your organization's Interim Report (Disparity Work) shall contain a narrative detailing progress on efforts to meet your organization's jail population target, address and reduce racial disparities, improve community engagement, and enhance stakeholder involvement.

5. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment C hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product are to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

(D) In connection with the narrative reports required to be submitted in the GMS under this agreement, your organization will be required to address a series of questions related to intellectual property that are available on the narrative report form in the GMS.

6. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
7. PUBLICATIONS: Publications produced or disseminated wholly or in part with Foundation funds will be made available to the Foundation electronically or by hard copy as your organization may elect. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
8. NOTIFICATION: Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable senior

level executive of any agency that is engaged materially in the activities funded by the Foundation ("Agency"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e-mail address under the signature line below.

9. **WORKPLACE CONDUCT STANDARDS:** (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.

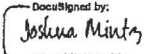
(B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.

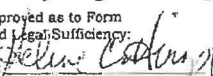
10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant. Such visits by the Foundation shall be scheduled in advance for times mutually acceptable to your organization and the Foundation during normal business hours.
11. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
12. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the Approved Budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
13. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the Approved Budget.

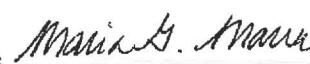
14. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.
15. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
16. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
17. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts delivered using digital signatures via the Foundation's DocuSign process or other secured means approved in advance by the Foundation shall be deemed to have been duly and validly delivered and shall have the same force and effect as if the signature was an original thereof. In the event that any original wet signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
18. **DUE AUTHORITY:** The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the Effective Date.

JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION
MACARTHUR FOUNDATION

DocuSigned by:

 By: Joshua J. Mintz
 Its: Vice President, General Counsel, and Secretary
 E-Mail: jmintz@macfound.org

Approved as to Form
 And Legal Sufficiency:

 By: Senior Asst. County Attorney

PALM BEACH COUNTY, FLORIDA
JAN 14 2025

 By: Signature
 Its: Honorable Mayor Maria G. Marino
 Title

Payment should be made payable to **PALM BEACH COUNTY, FLORIDA**

To facilitate receipt of the grant funds:

- (1) Please upload the fully-signed agreement (and attachments) to the Foundation's Grants Management System.
- (2) Please complete, sign, and return the MacArthur Electronic Payment Authorization Form to the Foundation using DocuSign.

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar procedure. Legislation of

the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with which government would be expected to deal eventually. Accordingly, it is permissible to speak to

legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the communication for lobbying purposes. If it does, and if the

grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000

PERMISSIBLE AND PROHIBITED ACTIVITIES

Some Permissible Public Policy Activities

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

ELECTIONEERING ACTIVITIES

This document provides guidance regarding the rules prohibiting participation in political campaigns. This overview is simplified for educational purposes. It is not legal advice and should not be relied on as such. Your organization should consult qualified legal counsel with questions.

The general rules are clear and easy to state: **Organizations described in section 501(c)(3) of the Internal Revenue Code -- or their equivalent as determined in accordance with applicable law -- may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.** For ease of reference, this general prohibition will be referred to as "electioneering activities". The MacArthur Foundation is a section 501(c)(3) private foundation and it is subject to the prohibition on the use of its funds for electioneering activities (and lobbying).

There are no bright line rules defining electioneering activities, although they generally arise when there is (1) a candidate,¹ (2) that candidate is seeking public office, and (3) the activities involve participation or intervention in the candidate's political campaign. The IRS applies a "facts and circumstances" test to determine whether an activity constitutes campaign intervention. **Nonpartisan voter education is not treated as campaign intervention.** Educational activities include "the instruction or training of the individual for the purpose of improving or developing his capabilities." Educational activities also must present "a sufficiently full and fair exposition of the pertinent facts."

To help evaluate whether a particular activity involves prohibited political campaign intervention, the following chart compares examples of situations in which the IRS has ruled that an activity constitutes prohibited campaign intervention with examples involving nonpartisan voter education:

Political Campaign Intervention	Nonpartisan Voter Education
Basic Advocacy	
Expressly advocating for the election or defeat of an identified candidate or party, including through the use of code words or issues that are clearly associated with one candidate or party.	Providing neutral information about candidates, such as posting links to each candidate's official campaign websites if the links are presented on a consistent neutral basis for each candidate with text saying, "For more information on Candidate X, you may consult ____."

¹ A candidate is defined under Section 1.501(c)(3)-1(c)(3)(iii) of the Treasury Regulations as "an individual who offers himself, or is proposed by others, as a contestant for an elective public office, whether such office be national, State, or local."

Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
Guides on Voter Issues and Voting Records	
Publishing a single-issue voter guide reflecting candidates' positions on an area of interest to the organization. [Consequently, a voter guide that reflected a candidate's position on only a single issue related to corruption would be problematic.] Preparing voter guides that convey a bias regarding candidates' positions on certain issues and distributing the guides to particular congressional districts close to the date of the election.	Publishing and making widely available the results of a questionnaire identifying the candidates' positions on a broad range of issues selected by the organization solely on the basis of their importance and interest to the electorate as a whole. Publishing and making widely available a compilation of voting records of Congressional members on a broad range of subjects when there is no editorial opinion and the content and structure of the publication do not imply approval or disapproval of any Congressional members or their voting records. Publishing a summary of the voting records of all incumbent members of Congress on selected legislative issues that are important to the organization, along with the organization's position on those issues, when there is limited distribution, no attempt to target distribution to areas where there are elections, and the timing coincides with the end of congressional sessions (the guide also included a caveat about judging the qualifications of an incumbent based on a few selected votes).
Get Out the Vote Efforts	
Calling registered voters before an election, emphasizing the importance of particular issues, asking about the voters' views on those issues, and only engaging voters whose views are favorable to the organization's positions.	Conducting or funding "get out the vote" drives that treat all voters equally, regardless of party affiliation or candidate preference (if known). The IRS has also ruled that an organization can focus voter education and outreach efforts on women voters, particularly in minority communities, through a variety of public events and locations if the organization provides assistance to anyone who requests it, regardless of party affiliation, and the organization does not comment on any candidate's qualifications and does not rate any candidates.
Candidate Forums and Debates	
Holding a candidate forum that involves biased questioning procedures.	Sponsoring candidate debates or forums that include all qualified candidates if the moderator's questions cover a range of issues and do not reflect a bias for or against a candidate.

Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
Use of Resources and Facilities	
Permitting directors, officers, and employees to use the organization's resources (e.g., email or mailing list) to engage in campaign activities, even if these directors, officers, and employees are only supporting the campaign in their personal capacities. Offering special support, services, or resources (e.g., reviewing issue papers) to one campaign, without making such support or services available on an even-handed basis to all candidates and failing to charge fair market value for such support or services.	Permitting directors, officers, and employees to engage in political campaign activities on a personal basis so long as they do not use the organization's resources (e.g., email or mailing list) to engage in campaign activities. Making the organization's facilities and other resources available to individuals or groups for political campaign purposes, provided they are made available on the same basis as to non-political groups or individuals, the organization doesn't promote or endorse the event, and ensures the facilities are equally available to all candidates and political parties.
Rating Candidates	
Rating candidates for elective public office, even if there is no mention of the candidates' party affiliation and the ratings are based on a standard of professional competence (e.g., approved as highly qualified, approved, or not approved) as opposed to a comparison of candidates. This can include hosting a platform for members of the public to learn more about candidate positions and express their preferences for candidates and publishing the ratings.	Hosting a platform for members of the public to listen to candidate positions and express their preferences for candidates without publishing or otherwise making available the ratings.
Appearances at Public Meetings and Events	
Acknowledging the presence of an elected official who is also a candidate at a public event and highlighting the importance of his or her re-election in order to advance an issue.	Referencing the presence of an elected official who is a candidate attending a meeting or event without referencing that person's candidacy or the election.

The following are additional activities that are **impermissible** under the rules:

- Candidate pledges, such as asking candidates to sign pledges (or covenants) to support your issue.
- Making financial contributions to candidates.
- Expressly advocating a vote for or against a candidate.
- Increasing the amount or volume of criticism of sitting officials who are also candidates in close proximity to an election.
- Endorsing a candidate.
- Making campaign contributions or expenditures on behalf of candidates.
- Restricting rental of mailing lists or facilities to only certain candidates or engaging in such business transaction for the first time with candidates.
- Publishing or communicating anything that explicitly or implicitly favors or opposes a candidate.

Electioneering Activities

- Criticizing sitting legislators or other elected officials by attacking their personal characteristics or attacking them in their status as a candidate.

Acting in a Personal Capacity

While 501(c)3 organizations cannot intervene in political campaigns, individuals that may be associated with the organization can in their personal capacity intervene in campaigns. It becomes very important, however, for the individual to be clear that he or she is acting as an individual and not on behalf of the organization. Written or spoken disclaimers indicating that the actions or words are in a personal capacity are critical to making the distinction especially if the individual occupies a high-profile place in the organization. In addition, the resources of the organization should not be used to advance the individual's political activity. This means the following types of resources or equipment belonging to the organization should not be used by the individual to further his/her own political activity: machines, phones, computers, mailing lists, email, office space, newsletters, internal communications or stationary among other items.

Conclusion

This overview provides some examples of how the IRS has distinguished between political campaign intervention and nonpartisan voter education to help grantees comply with the Foundation's prohibition on the use of grant funds for political campaign activities. It is important to note that some of these activities may also intersect with the Foundation's prohibition on the use of funds for lobbying activities. In these cases, the grantee should ensure that the activities qualify under a relevant exception to the lobbying rules, such as the exceptions for nonpartisan analysis and research or the examination and discussion of broad social, economic, or other issues.

Introduction

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

Policy

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

Glossary

Creative Commons License: A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

Data: All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

Impact Study: A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

Open Source License: A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

Registry: An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

Research: The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

Source: Evaluation Thesaurus. Michael Scriven.

14-00000-0000-0000-0000-0000-0000-0000

ATTACHMENT 4

CONTRACT FOR Criminal Justice Text Message Reminders (Contract No. 21-033/LI)

This Contract No. 21-033/LI is made as of this 21 day of April, 2021, 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 Uptrust, Inc., 1 Sutter Street, Suite 350, San Francisco, CA 94104, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide text message based court date reminder services to the Criminal Justice Commission in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated March 10, 2021, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Regenia Herring, Executive Director, Criminal Justice Commission, telephone number (561) 355-4943 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Jacob Sills, CEO, telephone number (860) 539-0999.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 21-033/LI and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated March 10, 2021; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on May 14, 2021, and complete all services by December 31, 2021, with four (4) twelve (12) month options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. 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 Nineteen Thousand Seven Hundred Fifty Dollars and no cents (\$19,750.00).

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR 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/Services. 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. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System (VSS), which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

- D. In order to do business with Palm Beach County, CONTRACTORS 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>.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute 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 CONTRACTOR'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 representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) 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 CONTRACTOR.
- B. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR, or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the

CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR 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 hereinunder shall be performed by the CONTRACTOR, 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 CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, 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 CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance

("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR 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 CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR 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 CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR 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 10 - 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. 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 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR 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 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 13 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by successful bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and the Criminal Justice Commission as Additional Insureds.
- D. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others,

or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- F. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, 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 Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract 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 CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all 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 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 CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR 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 or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the

COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 18 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR, or its subcontractor(s), 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 CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR'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.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR 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 CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 CONTRACTOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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

CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to 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 records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR 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 (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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. The CONTRACTOR 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 CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all

applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 24 - NON-DISCRIMINATION

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 R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR 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 26 - 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 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES

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

ARTICLE 29 - 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 CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

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

ARTICLE 30 - NOTICE

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

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Regenia Herring, Executive Director
Criminal Justice Commission, Palm Beach County
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

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

Jacob Sills, CEO
Uptrust, Inc.
1 Sutter Street, Suite 350
San Francisco, CA 94104

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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 33 - 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. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 34 - E-VERIFY – EMPLOYMENT ELEGIBILITY

CONTRACTOR 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractors 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. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor 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 CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR 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, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:


Signature

Gabrielle Davis
Name (type or print)


Signature

Serena Davis
Name (type or print)

CONTRACTOR:

Uptrust, Inc.
Company Name

BY: 
Signature

Jacob Sills
Typed Name

CEO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

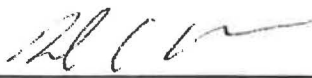
BY: 
County Attorney
FOR A.H.

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 21-033/LI

1. PURPOSE OF THE PROJECT

The CONTRACTOR will provide a text based court date reminder system for the Criminal Justice Commission (CJC). The Fifteenth Judicial Circuit Clerk of Court will provide the CONTRACTOR with lists of criminal defendants who have given consent to receive text message reminders. The Florida Department of Corrections, Circuit 15, will provide the CONTRACTOR with lists of individuals on felony probation who have given consent to receive text message reminders. Professional Probation Services, Inc., will provide the CONTRACTOR with lists of individuals within the 15th Circuit who are on misdemeanor probation who have given consent to receive text message reminders. Palm Beach County Pretrial Services Department will provide lists of individuals in a supervised release program who have given consent to receive text message reminders. This personal identifying information of individuals will be used for the sole and exclusive purpose of notifying individuals by text message of upcoming appointment or court date.

The CONTRACTOR's responsibility is to provide professional services in the area of telecommunication relay services. Palm Beach County (COUNTY) is not purchasing or licensing any software, enhancements or improvements to CONTRACTOR data processing software or systems. CONTRACTOR is not providing COUNTY with use of its software or access to such system.

2. PERFORMANCE SPECIFICATIONS

- 2.1 CONTRACTOR shall take personal data provided to CONTRACTOR and utilize CONTRACTOR's program to perform the services of notifying participants of upcoming appointments and court appearances.
- 2.2 CONTRACTOR will be responsible for working with the following four (4) agencies for the initial set-up of data transfer protocols and regular receipt of data in order to send text reminders to clients:
 - a. Fifteenth Judicial Circuit Clerk of Court for criminal defendants court dates and times.
 - b. Florida Department of Corrections, Circuit 15, for felony probation reporting appointment dates.
 - c. Professional Probation Services, Inc., for 15th Circuit misdemeanor probation reporting appointment dates.
 - d. Palm Beach County Pretrial Services Department for supervised release program reporting dates.
- 2.3 CONTRACTOR shall include an "opt out" provision in all text messages.
- 2.4 CONTRACTOR shall immediately cease and stop all text messaging upon notification of an "opt out" text from a participant or other reasonable notification of revocation of prior express consent or notification of an incorrect telephone number from any recipient.

- 2.5 No marketing, sales or commercial information shall be included in the text messages. The text messages must be purely information concerning upcoming court dates and appointments.
- 2.6 CONTRACTOR will send two (2) text message reminders to each participant. The first text message shall be sent seven (7) days prior to a scheduled appointment or court hearing/date. The second text message shall be sent twenty-four (24) hours prior to a scheduled appointment or court hearing/date.
- 2.7 As court appearance dates are cancelled and changed, CONTRACTOR shall update the court appearance date so that recipients receive the most current date information. The recipient should be notified expeditiously. Currently recipients are notified by 6:00 p.m., local time the same day the CONTRACTOR receives the notification.
- 2.8 CONTRACTOR shall 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.
- 2.9 CONTRACTOR shall comply at all times with Florida Statutes and the rules of the Federal Communications Commission regarding the Telephone Consumer Protection Act, 47 U.S.C § 227.
- 2.10 CONTRACTOR shall comply with rules of the Federal Communications Commission (FCC) as applicable and any other applicable Federal or State laws concerning the service to be provided.
- 2.11 CONTRACTOR shall provide COUNTY with monthly reports of the text messages sent, beginning forty (40) days after the initial text messages of the project are sent. All monthly reports shall be sent to Bert Winkler, Manager of Criminal Justice Programs, at Bwinkler@pbcgov.org.
- 2.12 Monthly reports shall include the following for each case number: the number of text messages, the dates of those messages, whether the messages were received, any action taken by CONTRACTOR if the text message was not received, and the cell phone number(s) where the messages were sent.
- 2.13 The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work.
- 2.14 There is no maximum amount of times each of the recipients would be sent text notifications.
- 2.15 CONTRACTOR must be able to perform all specifications listed above.
- 2.16 There may be a transition period to establish an interface between the CONTRACTOR's system and the Clerk of Court system.

ATTACHMENT 5

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 Seaver
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

EXHIBIT "A"



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
equivalent 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

ATTACHMENT 6

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

R 2025 0319

MAR 11 2025

THIS FIRST AMENDMENT is dated the 7th day of December 2024, by and between Palm Beach COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Public Defender's Office of the Fifteenth Judicial Circuit (hereinafter referred to as "ENTITY,") whose FEIN ID is 03-0377194.

WITNESSETH:

WHEREAS, the COUNTY, through its Criminal Justice Commission (CJC), and the ENTITY entered into an Interlocal Agreement (R2024-0569) (the "Agreement") involving linkage to community-based social services for clients following their first appearance, for a total not to exceed Agreement amount of Fifty Thousand Dollars (\$50,000.00) for the term from May 14, 2024 through December 31, 2024; and

WHEREAS, the COUNTY and the ENTITY desire to extend the term of the agreement to December 31, 2025.

NOW THEREFORE, the above-named parties hereby mutually agree to amend the Agreement as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference.
- II. Section 4. Effective Date/Term is amended to read as follows:
This Agreement shall take effect upon execution by the Parties. The ENTITY shall complete all services by December 31, 2025. Notwithstanding the foregoing, this Agreement may be terminated at any time as set forth in Section 12 herein.
- III. All other provisions of the Agreement not in conflict with this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Board of COUNTY Commissioners of Palm Beach COUNTY, Florida, has made and executed this First Amendment 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.

R 2025 0319

MAR 11 2025

PUBLIC DEFENDER
FIFTEENTH JUDICIAL CIRCUIT

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: Carey Haughwout
Carey Haughwout
Public Defender

By: Verdenia C. Baker
Verdenia C. Baker
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Helene C. Hvizd
Helene C. Hvizd
Senior Asst. County Attorney
County Attorney

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

**THIRD AMENDMENT TO
INTERLOCAL AGREEMENT**

THIS THIRD AMENDMENT is dated the 11th day of August, 2025, between the FLORIDA STATE UNIVERSITY (College of Criminology and Criminal Justice) for and on behalf of its Board of Trustees (hereinafter "FSU"), whose FEIN ID is 59-1961248, 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.

W I T N E S S E T H

WHEREAS, on June 07, 2022, the COUNTY, through its Criminal Justice Commission (CJC), and FSU entered into an Interlocal Agreement (R2022-0565) (the Interlocal Agreement), with a term ending on January 31, 2023 for a total not to exceed amount of Sixty-Seven Thousand Two-Hundred and Fifty Dollars (\$67,250); and

WHEREAS, FSU's responsibility under the Interlocal Agreement was to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge grant awarded to the CJC as more specifically set forth in the Scope of Work detailed in Exhibit A-3 of the Interlocal Agreement; and

WHEREAS, the parties entered into a First Amendment to Interlocal Agreement on January 19, 2023, (R-2023-0333) (the First Amendment), which extended the term of the Interlocal Agreement to December 31, 2024, increased the not-to-exceed amount, and amended the Scope of Work and Budget to include evaluations of the First Appearance Frequent Utilizer Pilot Project and the efficacy of Pretrial changes intended to reduce the jail population; and

WHEREAS, the parties entered into a Second Amendment to Interlocal Agreement on May 15, 2024, (R2024-0787) (the Second Amendment), which extended the term of the Interlocal Agreement to August 31, 2025, increased the not-to-exceed amount, and amended the Scope of Work and Budget to include evaluations of Palm Beach County's Court Date Reminder System and Public Defender Project; and

WHEREAS, the parties desire to extend the term of the agreement to September 30, 2026, amend the Scope of Work and Budget Deliverables Schedule.

NOW THEREFORE, the above-named parties mutually agree that the Interlocal Agreement is amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference.
- II. **Section 4. Effective Date/Term** is hereby replaced in its entirety with the following:

Section 4. Effective Date/Term

This Agreement shall take effect on June 7, 2022. FSU shall complete all services by September 30, 2026, unless this Agreement is otherwise terminated as provided herein.

- III. **Exhibit A-2** to the Interlocal Agreement is replaced in its entirety with **Exhibit A-3**, attached hereto and incorporated herein by reference.
- IV. **Exhibit B-2** to the Interlocal Agreement is replaced in its entirety with **Exhibit B-3**, attached hereto and incorporated herein by reference.
- V. All other provisions of the Interlocal Agreement, First Amendment, and Second Amendment not in conflict with this Third Amendment to Interlocal Agreement remain in full force and effect.

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 Third Amendment to Interlocal Agreement on behalf of the COUNTY and the Florida State University, for and on behalf of its Board of Trustees, has hereunto set its hand the day and year above written.

FSU

Kathy
Pennington for
Stacey Patterson,

BYPR

Digitally signed by
Kathy Pennington for
Stacey Patterson, VPR
Date: 2025.08.07
11:47:30 -04'00'

Dr. Stacey Patterson
Vice President for Research
Office of Research

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

By:


Todd J. Bonlarron
Interim County Administrator
Palm Beach County

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:


Jessica Bober Rosenthal
Asst. County Attorney
County Attorney's Office

APPROVED AS TO TERMS AND
CONDITIONS

By:


Angelique J. Pickett
Executive Director
Criminal Justice Commission

Digitally signed by Angelique J. Pickett
DN: cn=Angelique J. Pickett, o=Palm Beach County, ou=West Palm Beach, FL
2025.08.07 12:31:38 -04'00'
Adobe PDF Editor Version: 12.1.0

SCOPE OF WORK

A. An Evaluation of Pretrial Release Practices in Palm Beach County

PURPOSE OF THE PROJECT

The Research Partner (FSU) will provide research and evaluation services to Palm Beach County's Criminal Justice Commission (CJC) in support of their ongoing commitment to the MacArthur Foundation's Safety and Justice Challenge (SJC). Key objectives of the SJC are to: 1) reduce jail populations and 2) address racial and ethnic disparities. This project will address both of these objectives by focusing on current pretrial practices in Palm Beach County, FL. In support of these objectives, FSU will conduct a series of analyses to evaluate current pretrial practices, including an analysis of the effectiveness of existing release mechanisms and a comparison of regular and duty judges. All work will be completed in consultation with the CJC.

BACKGROUND

Since 2016, FSU has partnered with the Palm Beach CJC to perform research activities and evaluation services in support of the SJC. This has included work related to pretrial risk assessment and money bail. In carrying out these activities, FSU has worked extensively with Palm Beach County data from multiple sources, including the jail, court, and pretrial services. In reviewing these data, FSU learned the following: 1) money bail is the modal form of release in Palm Beach County, 2) relative to other release mechanisms used in the county (e.g., personal recognizance, SOR), money bail contributes to greater levels of pretrial detention and longer average pretrial custody lengths, and 3) money bail has a disparate impact on individuals of color. In light of these observations, there is a need for a systematic evaluation of pretrial practices in Palm Beach County to understand the extent to which different release mechanisms contribute to levels of pretrial detention, and to identify linkages between mechanisms of release and pretrial compliance. Findings from such work could shed light on approaches that maximize release and reduce racial disparities in pretrial detention, all while maintaining public safety and court efficiency. Such an effort is in line with the desire of county government and community members to work towards developing a system that produces more efficient and equitable outcomes.

RESEARCH PROJECT

The following research project will be completed in partnership with the Palm Beach County CJC.

There is a growing body of research on the efficacy of money bail, and the empirical findings from this work provide no evidence that secured money bail is more effective than unsecured bail or other non-financial release mechanisms (e.g., own recognizance, supervised release) at promoting court appearance or public safety. Nevertheless, jurisdictions across the country continue to rely heavily on financial forms of release to incentivize pretrial compliance (e.g., court appearance and no new criminal activity). These practices drive up pretrial detention rates—often unintentionally so—and compound racial and ethnic disparities in pretrial incarceration and outcomes. Across the

country, jurisdictions have made policy changes to reduce their reliance on money bail. Preliminary evidence suggests that efforts to prioritize non-financial forms of release or lower bond amounts, for example, have not increased rates of non-appearance in court or new criminal activity. However, few of these changes have been subject to rigorous evaluation.

In this project, FSU will leverage its existing partnership with Palm Beach County to explore the effectiveness of existing release mechanisms, including own recognizance (OR), supervised own recognizance (SOR), and cash/surety bonds. In particular, FSU will compare levels of pretrial release, in addition to pretrial compliance (i.e., court appearance, no new criminal activity), across the different release mechanisms, accounting for relevant defendant, case, and criminal history information. We will also consider the specific conditions under which release mechanisms are more (or less) effective, based on available current charge, criminal history, and defendant characteristics. As noted above, money bail is the modal form of release in Palm Beach County, and yet the county has yet to determine whether money bail is more effective than other existing release mechanisms at ensuring pretrial compliance. This is important, as money bail has been linked to a greater likelihood of pretrial detention and pretrial detention stays of longer length, particularly among members of racial and ethnic minority groups. Furthermore, despite recent pretrial process improvements, including the expansion of pretrial services, research has yet to evaluate the impact of these improvements on the pretrial system in Palm Beach County. The FSU research team will also compare bail setting tendencies and failure rates across regular and duty judges to determine whether judges' familiarity with the first appearance courtroom influences bail levels and pretrial compliance. Findings from this research will have broad appeal, as they may be used to inform future pretrial practices in Palm Beach County and will provide a rigorous set of conclusions regarding the efficacy of different release mechanisms—the theoretical and practical import of which for the field cannot be overstated.

B. Evaluating the Efficacy of Pretrial Changes Intended to Reduce the Jail Population

PURPOSE OF THE PROJECT

The Research Partner (FSU) will provide research and evaluation services to Palm Beach County's Criminal Justice Commission (CJC) in support of their ongoing commitment to the MacArthur Foundation's Safety and Justice Challenge (SJC). Key objectives of the SJC are to: 1) reduce jail populations and 2) address racial and ethnic disparities. This project will address both of these objectives by focusing on changes to pretrial practices in Palm Beach County, FL; namely, the introduction of four separate levels of pretrial supervision and the introduction of a client navigator/community-based services for clients of the Public Defender's office.

RESEARCH PROJECT

The following research project will be completed in partnership with the Palm Beach County CJC. The first stage of this project will draw on existing data to compare the efficacy of the current pretrial services supervision model to the model in place prior to 2017. Prior to Palm Beach County's involvement in the SJC, Pretrial Services' Supervision Unit (SOR) provided a single level of supervision for individuals released from jail pending the disposition of their cases. Since then, the SOR has expanded their range of services to offer four different levels of supervision for individuals released to their custody. This approach is consistent with best practices in supervision

conditions, which recommend that conditions be realistic (i.e., few in number and attainable) and relevant (e.g., tailored to individual risks and needs). Remaining questions, however, are whether these changes have a) resulted in increased levels of pretrial release and b) improved outcomes (e.g., reductions in pretrial failure to appear and new criminal activity) among individuals released on SOR. To evaluate these changes, FSU researchers will leverage existing data to compare release rates and failure rates during the pre- and post-SJC periods. In addition, we will employ quasi-experimental analytic methods to compare the outcomes of individuals who were released on SOR during these different periods. Findings from this research will help determine whether the changes to the SOR levels have achieved their intended goals. Supplemental analyses will explore whether and how these changes impacted racial disparities in rates of incarceration and pretrial release, as well as any variability in the assignment of supervision levels and client outcomes on the basis of racial and ethnic minority group membership.

In the second stage, we will evaluate the efficacy of a program operated by the Public Defender's office intended to facilitate the release of individuals detained pretrial due to their inability to satisfy the conditions of their monetary bond. In addition to securing their clients' pretrial release from jail on non-monetary bond, a secondary goal of this program is to connect clients with community-based services to meet their individual needs. Eligibility criteria is based on 1) whether an individual has been issued a monetary bond which they are unable to satisfy and 2) the nature of their charges and criminal histories are such that a bond motion is likely to result in their non-monetary release from jail pending adjudication. Given that the Public Defender's office tracks eligible individuals who do and do not participate in the program, FSU researchers will have access to an appropriate comparison group to determine whether those who participate in the program have lower levels of recidivism than their similarly situated peers. Additional information provided on the nature and extent of services provided will permit a preliminary exploration of the conditions under which program participants fare better (or worse). In keeping with the thrust of the SJC, analyses will focus on whether the program has increased release rates and racial and ethnic disparities in pretrial detention. Furthermore, we will consider the potential for disproportionate program participation, service provision, and collateral consequences on the basis of race/ethnicity.

C. First Appearance Frequent Utilizer Pilot Project Evaluation

BACKGROUND

The Palm Beach County's Criminal Justice Commission is one of twenty-seven sites selected from across the country to participate in the MacArthur Foundation's Safety and Justice Challenge. Given the Safety and Justice Challenge focus on data-driven policymaking and the significant role research plays in safely and effectively reducing jail population, this work is vital to the Commission.

In keeping with the goals of the MacArthur Safety and Justice Challenge, the Palm Beach County has determined that there is a need to increase access to resources for individuals who are identified as "high utilizers" with behavioral health challenges who cycle through the jail for low-level offenses based upon previous Sequential Intercept Mapping exercises and input from stakeholders. For the purpose of this project, high utilizers are defined as individuals with 3 or more jail bookings in the 24-month period preceding a First Appearance hearing at which they are sentenced to 10

days or less in jail (most frequently to “time served”). The First Appearance Frequent Utilizer Pilot Project has three initial goals: 1) reduce recidivism; 2) facilitate connections to services that address identified needs, thereby assisting participants in stabilizing their lives; 3) reduce racial and ethnic disparities in the criminal justice system.

RESEARCH PROJECT

The following research project will be completed in partnership between FSU and the Palm Beach County Criminal Justice Commission. As research partners, this work will be conducted in support of the overall Research Program carried out by Criminal Justice Commission staff and the MacArthur Foundation SJC Team.

In this project, FSU will examine the effectiveness of the First Appearance Frequent Utilizer Pilot Project using data collected by the multidisciplinary team consisting of the jail release navigator, case manager, and peer support specialist, in addition to data provided by the local jail. This work will be completed in multiple stages.

First, FSU will develop a quasi-experimental design in which program participants will be compared to non-participants. In particular, the project team will track refusals among eligible individuals such that FSU researchers may create an appropriate comparison group. Then, using statistical matching techniques, FSU researchers will determine whether program participation corresponds to reductions in recidivism (measured based on rebookings into the Palm Beach County Jail during a 6-month follow-up period).

Second, FSU will consider variability in the outcomes of program participants as a function of their engagement with the various services rendered during the project period. For example, drawing on service data collected by the project team, FSU researchers will compare participant outcomes based on the nature and extent of services and support received during the course of the project. Understanding the conditions under which program participants fare best will help inform best practices and future efforts to optimize the reentry process for high utilizer populations.

Finally, FSU researchers will select a subset of program participants to participate in qualitative interviews. These interviews will help shed light on aspects of the project that proved most beneficial, from the perspective of participants, as well as those areas that may be in need of improvement. The findings from the qualitative interviews will nicely complement the outlined quantitative analyses, as they will enable the FSU researchers to unpack the mechanisms underlying any observed associations between program participation and individuals’ outcomes.

D. An Evaluation of Two Palm Beach County Initiatives Intended to Improve Pretrial Compliance: Court Date Reminders and the Public Defender Project

PURPOSE OF THE PROJECT

Researchers in the College of Criminology and Criminal Justice at Florida State University will provide research and evaluative services to Palm Beach County’s Criminal Justice Commission to determine the efficacy of the court data reminder system implemented in 2018 and the relaunch of

the Public Defender's Office program scheduled to begin in April. Both the court date reminder system and the Public Defender's Office program were initiatives undertaken in conjunction with the MacArthur Foundation's Safety and Justice Challenge (SJC), whose objective is to reduce the jail population safely and efficiently.

Court date reminder systems help achieve this goal by helping promote court appearance among individuals released from jail pending the adjudication of their case. Prior research has considered the efficacy of court date reminder systems, and findings suggest that court appearance rates are higher among those who received a reminder relative to those who did not (see e.g., Zottola et al., 2023). However, whether the system implemented in Palm Beach County is effective has yet to be empirically evaluated. Accordingly, the FSU research team will examine whether the court date reminder system improved rates of court appearance and, moreover, whether these effects varied across different groups in the population on the basis of charge types, criminal history, or sociodemographic factors.

The initiative implemented by the Palm Beach County Public Defender's Office similarly has the potential to reduce the jail population by facilitating the release of defendants who remain incarcerated after a 48-hour period on a monetary bond and connecting those with service needs to community-based providers. An early phase of this initiative was evaluated in 2023-2024, and the current evaluation aims to determine the effectiveness of the revised program, which has incorporated many of the recommendations from the earlier evaluation. Research on pretrial release programs suggest that pretrial supervision is just as effective at ensuring pretrial compliance as money bail (e.g., Albright, 2021; Skemer et al., 2020). However, in light of findings suggesting that pretrial supervision may be deleterious to lower-risk defendants (), some have argued that we should shift away from a model focused on supervision to one more centered on support. The Public Defender's Office initiative is more in line with this support-based approach. Accordingly, the findings from this work may provide early evidence of the potential promise of this approach. Although the prior evaluation found reductions in detention length among program participants, there was no difference between participants and non-participants in pretrial compliance. Accordingly, it is important to test whether the changes to the PD Office's approach improve the efficacy of their model.

RESEARCH PROJECT

The following research project will be completed in partnership with the Palm Beach County CJC.

Phase 1: Beginning in October 2018, Uptrust (a third-party service provider) was provided with client records from the PBC Clerk of Courts to distribute court date reminders via text message. In 2021, PBC SOR began providing their own client records. Over the lifetime of the program, Uptrust has added over 72,000 PBC client records to their system for the purposes of distributing reminders. Despite having operated for multiple years, and having reached out to tens of thousands of criminal-justice involved individuals in Palm Beach County, the effect of the program on court appearance rates has yet to be evaluated. In this project, we will draw on data from Uptrust and local PBC criminal justice agencies to determine whether the court date reminder system has affected rates of court appearance. In addition to this basic question, we will further explore case-related, criminal history, and sociodemographic factors that condition the effect of the court date

reminder system on court appearance. To the extent that text reminders work better for some groups than others, the findings from this evaluation may underscore the need for additional supports to facilitate court appearance for specific PBC population groups. In addition to preparing a final report, we will present the findings of our research with the CJC and provide relevant recommendations for their consideration.

Phase 2: The second stage of this research will entail an re-evaluation of the efficacy of a program operated by the Public Defender's Office intended to facilitate the release of individuals detained pretrial due to their inability to satisfy the conditions of their monetary bond. In addition to securing their clients' pretrial release from jail on non-monetary bond, a secondary goal of this program is to connect clients with community-based services to meet their individual needs. Data from the Public Defender's Office, the Criminal Justice Commission, and the community-based service providers will enable FSU researchers to 1) compare participants and non-participants across a series of pretrial and post-disposition outcomes and 2) identify the specific programmatic features that matter most for clients' success.

Consistent with the broader goals of the SJC, analyses will explore the impact of these two initiatives on racial and ethnic disparities.

EXHIBIT B-3**BUDGET AND DELIVERABLES**

The following tables outline the project budget and deliverables to be provided by the FSU research team within the contract period for each evaluation. The remaining deliverables and payment schedule are provided below. Deliverables should be submitted to the Criminal Justice Commission Criminal Justice Systems Manager in electronic format via email for each evaluation.

A. An Evaluation of Pretrial Release Practices in Palm Beach County**DELIVERABLES**

The deliverables and payment schedule are provided below. Budget amounts listed support four project staff, including efforts from three faculty (Drs. Jennifer Copp and Thomas Blomberg) and one graduate research assistant (TBD). The budget includes the approved MacArthur Foundation Safety and Justice Challenge indirect rate of 15%. Equipment and supply costs are not requested. A total of \$67,250 has been disbursed of this evaluation's total budget of \$67,250.

Deliverables	Due Date	Amount
Project start-up activities, collaborative meetings, data acquisition, IRB approval	July 31, 2022	\$7,250
Interim report/presentation, comparing the effectiveness of the release mechanism	September 30, 2022	\$15,000
Interim report/presentation, comparing bond setting across regular and duty judges	November 30, 2022	\$15,000
Final analyses and results on bond settings and release mechanisms specified in the scope of work	January 31, 2023	\$15,000
Final project report and presentation, including all findings related to the projects listed in the scope of work	January 31, 2023	\$15,000
Total Project Cost		\$67,250

B. Evaluating the Efficacy of Pretrial Changes Intended to Reduce the Jail Population

DELIVERABLES

The following tables outline the remaining project budget and deliverables to be provided by the FSU research team within the contract period. Budget amounts listed support three project staff, including effort from two faculty (Drs. Jennifer Copp and Thomas Blomberg) and one graduate research assistant (TBD). The budget includes the approved MacArthur Foundation Safety and Justice Challenge indirect rate of 15%. Equipment and supply costs are not requested. A total of \$94,368 has been disbursed of this evaluation's total budget of \$94,368.

Deliverables	Due Date	Amount
Project start-up activities, collaborative meetings, data acquisition, IRB approval	January 1, 2023	\$11,894
SOR LEVELS		
Interim report/presentation, examining the efficacy of changes to SOR		\$15,000
Final analyses and results on changes to SOR levels specified in the scope of work	June 30, 2023	\$20,000
PUBLIC DEFENDER PROJECT		
Additional data acquisition from public defender's office and county administration to compare program participants to non-participants, start-up activities	July 1, 2023	\$7,474
Interim report/presentation, examining the efficacy of the Public Defender's program targeting individuals detained on unattainable bond		\$15,000
Final project report and presentation including all findings related to the projects listed in the scope of work	December 31, 2023	\$25,000
Total Project Cost		\$94,368

C. First Appearance Frequent Utilizer Pilot Project Evaluation

DELIVERABLES

The following tables outline the remaining project budget and deliverables to be provided by the FSU research team within the contract period. Budget amounts listed support two project staff including effort from two faculty (Drs. Jennifer Copp and Thomas Blomberg). The budget also supports travel for two project staff to take four trips to Palm Beach for data collection, collaborative research, and/or a presentation of findings. The budget includes the approved MacArthur Foundation Safety and Justice Challenge indirect rate of 15%. Equipment and supply costs are not requested. A total of \$95,000 has been disbursed of this evaluation's total budget of \$148,261.

Deliverables	Due Date	Amount
Project start-up activities, collaborative meetings, data acquisition, IRB approval	June 30, 2023	\$25,000
Interim report/presentation	December 31, 2023	\$35,000
Interim report/presentation	June 30, 2024	\$35,000
Final Report Final Analysis and Results Presentation of findings Post report follow-up and consultation	June 30, 2025	\$53,261
Total Project Cost		\$148,261

D. An Evaluation of Two Palm Beach County Initiatives Intended to Improve Pretrial Compliance: Court Date Reminders and the Public Defender Project

DELIVERABLES

The deliverables and payment schedule are provided below. Budget amounts listed support four project staff, including efforts from one faculty (Dr. Jennifer Copp) and one graduate research assistant (TBD). The budget includes the approved MacArthur Foundation Safety and Justice Challenge indirect rate of 15%. Equipment and supply costs are not requested. A total of \$60,000 has been disbursed of this evaluation's total budget of \$100,000.

Deliverables	Due Date	Amount
Project start-up activities, collaborative meetings, data acquisition, IRB approval	August 1, 2024	\$10,000
PHASE 1: COURT DATE REMINDER		
Interim report/presentation 1, evaluating the efficacy of the court date reminder system	December 31, 2024	\$20,000
Final report 1 and presentation, including all findings related to phase 1 listed in the scope of work	April 30, 2025	\$30,000
PHASE 2: PUBLIC DEFENDER		
Interim report/presentation 2, examining the efficacy of the Public Defender's program targeting individuals detained on unattainable bond	June 30, 2025	\$15,000
Final report 2 and presentation including all findings related to the phase 2 listed in the scope of work	September 30, 2026	\$25,000
Total Project Cost		\$100,000

ATTACHMENT 8



Criminal Justice Commission

301 North Olive Avenue, Suite 1001

West Palm Beach, FL 33401-4705

(561) 355-4943

Fax: (561) 355-4941

<http://discover.pbcgov.org/criminaljustice/>

Kevin L. Jones, Chairman

Rachel Docekal, Vice Chairman

Matt Pawlowski, Treasurer

Marcia Andrews, Secretary



Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

July 12, 2023

Jennifer Ferone
Associate Research Director
City University of New York (CUNY)
Institute for State and Local Governance (ISLG)
10 East 34th Street, 5th Floor
New York, NY 10016

RE: Letter of Support for Request for Work Proposals (RFP) 013: Understanding the Challenges of Addressing Case Processing Issues and Their Impact on Jail Population Reduction Efforts

Dear Ms. Ferone:

On behalf of the Palm Beach County Criminal Justice Commission (CJC), we are pleased to write in support of our site's participation in this project, entitled *Understanding the Challenges of Addressing Case Processing Issues and Their Impact on Jail Population Reduction Efforts*, funded through the Safety + Justice Challenge (SJC) Research Consortium.

We trust that the research project will benefit our community by providing us with a deeper understanding of case processing and its impact on jail populations and case outcomes and how our SJC pretrial reform efforts are linked with these changes. We also hope that this research project will help us to gain a greater understanding of ways to improve criminal justice system outcomes that result in safely reducing the jail population and racial and ethnic disparities.

The CJC is committed to collaborating with SJC Research Consortium member organization selected to carry out this research. We will work closely with the Consortium member's research team to facilitate access to the requisite administrative data, provide relevant context and/or policy documents that may inform the work as it proceeds, as necessary, review deliverables and support their dissemination, and support the project in any other way that we can. We will encourage the judiciary, court administration, private attorneys, public defenders, prosecutors, and the community to fully participate and engage in this research endeavor.

We look forward to working with CUNY ISLG and the awarded Consortium member in support of this initiative.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Jones".

Kevin L. Jones
CJC Chair



Safety and Justice Challenge Implementation Site Case Studies

Description: The Urban Institute (Urban) is documenting the work of the Safety and Justice Challenge sites with a final round of single-site case studies. The goal of these case studies will be to document and amplify the work of sites that have not yet been included in a case study produced by Urban, including successes, challenges, and impact. During this round of case studies, we plan to focus on specific strategies or interventions rather than taking a broader look at what the site is doing. We hope these case studies will assist other jurisdictions in adapting and applying SJC strategies in their own contexts and spur jail population reduction efforts. Specifically, Palm Beach County has been identified by Urban to be featured in a single-site case study focused on the Mobile Probation Unit and the site's community engagement efforts.

Timeline: Data collection will begin in the Fall, with analysis and writing during the Winter, and publication by March 2025.

Data Sources: We will use several data sources for the case study including:

- 1) qualitative interviews with key SJC strategy stakeholders,
- 2) observations of major activities (if applicable and appropriate),
- 3) analysis of jail population trends data and any additional strategy-specific data already provided to ISLG, and
- 4) program and strategy documents (as relevant).

Protections for Participants: As required by Title 45, Part 46 of the Code of Federal Regulations, Urban has an established Institutional Review Board (IRB) to ensure that our research practices and procedures protect the rights and welfare of human subjects. The Urban IRB reviews all research involving human subjects to ensure that data collection procedures and data security plans comply with federal regulations and effectively protect the rights and welfare of human subjects. All data collection protocols and instruments will be reviewed by the IRB. Access to project data will be restricted to research team members who have signed a confidentiality pledge. Participation in qualitative interviews will be voluntary and confidential. Stakeholders may decline to participate in an interview, may decline questions they are not comfortable answering, or stop the interview at any time. Stakeholders' decisions regarding participation will not be shared with anyone outside of the Urban research team. Interviews will not be audio-recorded; however, notes will be taken. Lastly, all information will be reported in the aggregate form and will not be attributed to specific stakeholders.

Support Requested from Sites: We will require a small amount of support from sites to complete the case studies, including:

- Assistance in identifying list of key SJC strategy stakeholders for qualitative interviews
- Sharing of program and strategy documents (as relevant)
- Willingness to be candid in sharing information
- Review of case study in draft for accuracy prior to publication

Example Case Studies: Urban has conducted 8 case studies on SJC implementation sites to date. For examples, please visit our case studies page on Urban's website:

<https://www.urban.org/projects/safety-and-justice-challenge-testing-bold-and-innovative-ideas-safely-reducing-jail/sjc-case-studies>. Case studies have ranged in topics such as one that covers [risk assessment and structured decisionmaking for pretrial release in Charleston and Lucas Counties](#), strategies under the SJC that are [prosecutor-led diversion in Milwaukee County](#), and [community engagement approaches in Buncombe County, Cook County, and New Orleans](#).

Palm Beach County Case Study Team

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