

AGENDA ITEM SUMMARY

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

Approved By: _____

Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2026	2027	2028	2029	2030
Personal Services					
Operating Expenses	\$128,282				
Capital Outlay					
Grants & Aids	55,650				
External Revenues	(93,620)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$90,912*				

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

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

Budget Account Exp No: Fund 0001 Dept. 660/767 Unit 5200/5214/7607
Obj. 3401/5121/8101

Rev No: Fund 0001 Dept. 660/767 Unit 5200/7607 Rev. 3719

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

*Grant applications are being submitted to Palm Beach County Sheriff's Office through the Law Enforcement Trust Fund to fund expenses starting January 1, 2026 for the Public Defender's Office Agreement, the Why'd You Stop Me training, and EBike Safety and Education Program. If grants are awarded, the budget will be amended to recognize the grant and increase the expense budget. If not awarded, expenses will be absorbed within existing budget by utilizing lapse salaries.

	Amount	Grant	F/D/U	Ad Valorem	F/D/U
Public Defender*	\$55,650	(\$44,520)	0001-660-5200	\$11,130	0001-660-5200
Text Reminder	\$19,182	\$0	n/a	\$19,182	0001-660-5214
Why'd You Stop Me	\$32,600	(\$32,600)	0001-767-7607	\$0	n/a
Ebike	\$16,500	(\$16,500)	0001-767-7607	\$0	n/a
Tableau	\$60,000	\$0	n/a	\$60,000	0001-767-7607
	\$183,932	(\$93,620)		\$90,312	

*Estimated at \$3,710/month with grant funding from Jan-Dec. 2026

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Contract Dev. And Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

Summary and Background and Justification: Continued from page 1.

Summary: Those initiatives, that did not require a contract or already have one in place and will be handled administratively, include:

- 1) **Court Text Reminder System and Maintenance** – It sends upcoming court dates to defendants so they don't miss scheduled appearances and will continue to reduce Failure to Appear.
- 2) **Why'd You Stop Me Training** – It is designed to equip youth, young adults, and the adults who support them with a proven framework for building stronger relationships and fostering mutual respect conducted by a law enforcement facilitator with the youth community in partnership with local high schools.
- 3) **EBike Safety and Education** - In collaboration with local law enforcement and bike-safety partners, the program will provide bike-safety training including e-bike instruction and equipment to ensure participants can learn and practice safety.
- 4) **Tableau Data Dashboard** – It provides real-time data visualization to guide informed decisions and track criminal justice outcomes.
- 5) **Immigration Panel Q&A Sessions** - Series of educational forums across Palm Beach County where subject-matter experts will engage the community on important immigration topics.
- 6) **Focus Groups to Survey People with Lived Experiences** - Hold strategic focus group discussions with returning citizens and their families to discuss their experiences, system successes, and challenges. Countywide (RS)

Background and Justification:

In 2019, the Criminal Justice Commission was awarded a SJC \$1.4M grant 19-1806-153373-CJ, a \$875,000 sustainability grant 22-2001-154459-CJ in 2023, and \$234,000 capstone grant in 2024.

AGREEMENT FOR PUBLIC DEFENDER BOND HEARING SERVICES

This Agreement is made the 2 day of December, 2025, between the Public Defender's Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY") whose FEIN ID is 03-0377194, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, (hereinafter "COUNTY"), together referred to as "Parties" and may be referred to individually as "Party."

WITNESSETH

WHEREAS, the ENTITY'S responsibility under this Agreement is to identify clients at the initial intake interview following first appearance who might have success in a bond reduction hearing with placement into community-based services, as more specifically set forth in the Scope of Work detailed in **Exhibit "A,"** attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is for the ENTITY to identify clients at intake following their first appearance and link them to community-based social services, as more specifically set forth in the Scope of Work detailed in **Exhibit "A,"** attached hereto and made a part hereof.

Section 2. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Jessica Hidalgo whose telephone number is (561) 355-2326.

ENTITY'S representative/contract monitor during the term of this Agreement shall

be Jennifer Loyless whose telephone number is (561) 355-7604.

Section 3. Effective Date/Term

The ENTITY shall commence services on October 1, 2025 and complete all services by December 31, 2026. Notwithstanding the foregoing, this Agreement may be terminated at any time as set forth in Section 11 herein.

Section 4. Services Rendered

The ENTITY'S responsibility under this Agreement is to identify clients at the initial intake interview following first appearance who might have success in a bond reduction hearing with placement into social services. These community-based services are more specifically set forth in the Scope of Work detailed in **Exhibit "A"**.

Section 5. Responsibilities and Duties

The Parties agree to comply with the responsibilities and duties provided in **Exhibits "A" and "B"**, attached hereto and made a part hereof:

Section 6. Payments/Invoicing and Reimbursement

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total contract amount of Fifty Five Thousand Six Hundred Fifty Dollars (\$55,650). ENTITY will bill the COUNTY monthly at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. Notwithstanding anything to the contrary in this Agreement, COUNTY'S total obligation to the ENTITY shall not exceed Fifty Five Thousand Six Hundred Fifty Dollars (\$55,650).
- B. Invoices received from ENTITY pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, ENTITY will clearly state "final invoice" on ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by ENTITY.
- D. It is the understanding of the Parties that the funding provided is intended for the exclusive use of the Public Defender in the 15th Judicial Circuit and that said funding is being provided only if exempted from the eight percent (8%) charge pursuant to Sections 215.22(2)(3) and 215.24(1), Florida Statutes.
- E. In order to do business with Palm Beach County, entities are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-consultants, ENTITY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-consultants are registered in VSS.

Section 7. Truth-In-Negotiation Certificate

Signature of this Agreement by ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the ENTITY'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITY'S. The COUNTY shall exercise its rights under this section within three (3) years following final payment.

Section 8. Access and Audits

ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at ENTITY'S place of business. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 9. Personnel

ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To the best of ENTITY'S knowledge and ability, such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in ENTITY'S key personnel, as may be listed in **Exhibit "A"**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

All of ENTITY'S personnel (and all Sub-Contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

Section 10. Federal and State Tax

The COUNTY and ENTITY are exempt from payment of Florida State Sales and Use Taxes. ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

Section 11. Termination

This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other in the event of substantial failure to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by the COUNTY or the ENTITY, with or without cause, upon thirty (30) days' prior written notice to the other Party. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and the Agreement may be terminated by the COUNTY effective on notice to ENTITY if funds are unavailable. Upon any termination, unless ENTITY is in breach of this Agreement, ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

Section 12. Annual Appropriation

Each Party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 13. Notice

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

Palm Beach County Public Safety Department
Criminal Justice Programs
205 North Dixie Highway
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to ENTITY, notices shall be addressed to:

Daniel Eisinger
Public Defender, 15th Judicial Circuit
421 3rd Street
West Palm Beach, Florida 33401

With a copy to:

Jennifer Loyless
Public Defender's Office, 15th Judicial Circuit
421 3rd Street
West Palm Beach, Florida 33401

Section 14. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state or county officers.

Section 15. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 16. Liability

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either Party, pursuant to Section 768.28, Florida Statutes.

Section 17. Indemnification

Subject to the limitations set forth in Section 768.28, Florida Statutes, ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of ENTITY.

Section 18. Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ENTITY acknowledges and represents that ENTITY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

ENTITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

When requested, ENTITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

Compliance with the foregoing requirements shall not relieve ENTITY of its liability and obligations under this Agreement.

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

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

Should the ENTITY contract with a third-party (Sub-Contractor) to perform any service related to this Agreement, the ENTITY shall require the Contractor to provide the following minimum insurance:

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

Compliance with the foregoing requirement shall not relieve the ENTITY of its liability and obligations under this Agreement.

Section 19. Successors and Assigns

The COUNTY and ENTITY each binds itself and its partners, successors, and assigns to the other party and to the partners, successors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the COUNTY nor ENTITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 20. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

Section 21. Conflict of Interest

To the best of its knowledge, ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence ENTITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by ENTITY. The COUNTY agrees to notify ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or

circumstance would not constitute a conflict of interest by ENTITY, the COUNTY shall so state in the notification and ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by ENTITY under the terms of this Agreement.

Section 22. Modifications of Work

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto by mutual consent. Upon receipt by ENTITY of the COUNTY'S written notification of a contemplated change, ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect ENTITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment of this Agreement and ENTITY shall not commence work on any such change until such written amendment is signed by ENTITY and approved and executed on behalf of the COUNTY.

Section 23. Entirety of Agreement

The COUNTY and ENTITY agree that this Agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Section 23 – Modifications of Work.

Section 24. Independent Contractor Relationship

ENTITY is, and shall be, in the performance of all work services and activities under

this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

Section 25. Excusable Delays

ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of ENTITY or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if ENTITY'S failure to perform was without it or its sub-contractor's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time

Section 26. 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 R2025-0748, as may be amended, the ENTITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

Section 27 – Regulations; Licensing Requirements

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

Section 28. Scrutinized Companies

- A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a

boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if ENTITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

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

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

Section 29. Public Records

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ENTITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Agreement ENTITY shall transfer, at no cost to the COUNTY, all public records in possession of ENTITY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If ENTITY transfers all public records to the COUNTY upon completion of the Agreement, ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ENTITY keeps and maintains public records upon completion of the Agreement, ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by ENTITY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of ENTITY to comply with the requirements of this section shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ENTITY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Section 30. Authority to Practice

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

Section 31. Captions

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

Section 32. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 33 - Counterparts

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

Section 24 – E-VERIFY Employment Eligibility

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that ENTITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its agreement with the subconsultant and ENTITY shall immediately terminate its agreement with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, ENTITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY BY
AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

PUBLIC DEFENDER'S OFFICE
FIFTEENTH JUDICIAL CIRCUIT

By:  _____
Daniel Eisinger, Public Defender

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

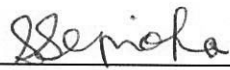
By  _____
Stephanie Sejnoha, Director
Public Safety Department

EXHIBIT "A"

SCOPE OF WORK

PURPOSE OF THE PROJECT

The ENTITY will link clients to community-based social services intended to promote safe release from jail, support stabilization, and reduce the likelihood of re-offense. All work will be completed under the direction of Public Defender Office management and in consultation with the Palm Beach County Public Safety Department.

BACKGROUND

The Public Defender's Office has set forth a plan to meaningfully and significantly reduce jail use without compromising public safety. This plan includes the reduction of pretrial jail population for low/some medium risk defendants and/or diversion and warrant reduction for low-level defendants through linkage of clients with community-based social services to affect their release from jail.

The Public Defender's Office has established the following goals:

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

PUBLIC DEFENDER COMMUNITY-BASED SOCIAL SERVICES

The Public Defender's Office shall identify clients at the initial intake interview following First Appearance who may be appropriate for bond reduction when paired with community-based services. Screening shall identify specific needs to be incorporated into the bond motion. Upon judicial approval, the Public Defender's Office shall arrange placement into appropriate services.

Eligibility Indicators

Clients may be considered appropriate based on:

- Low to moderate assessed risk;
- Viable housing plan;
- Willingness to participate in services;

- Absence of disqualifying warrants.

Specific Needs and Services

For purposes of this contract, “specific needs” may include behavioral health care, substance use treatment, medication-assisted treatment, transitional housing, primary care linkage, vocational assistance, and transportation related to court compliance.

Follow-Up Requirements

The Public Defender’s Office shall conduct weekly contact with the client and bi-weekly contact with the service provider until stabilization, documenting all contacts in the client record.

Service Provider Written Updates

Service providers shall submit written updates at least every thirty (30) days documenting attendance, participation, progress, barriers, safety concerns, and recommendations for service continuation or modification.

Notification of Non-Engagement

If a client fails to engage in services for fourteen (14) consecutive days, the service provider shall notify the Public Defender’s Office within fort-eight (48) hours for case review.

Outcome Tracking

The Public Defender’s Office shall track client engagement, compliance with court conditions, new criminal activity, days in jail avoided, and service completion for reporting and oversight purposes.

EXHIBIT "B"

BUDGET AND SCHEDULE OF PAYMENTS

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

BUDGET

A total of not-to-exceed \$55,650 shall be allocated for this project for the period of October 1, 2025 through December 31, 2026.

SCHEDULE OF PAYMENTS

Payments to the ENTITY shall be made on a **monthly, cost-reimbursement** basis. The ENTITY shall submit an invoice to the County's Representative **no later than the 5th day of the month**, following the month in which services were delivered. The first invoice must be submitted on February 5, 2026, and the final invoice must be submitted on January 5, 2027.

INVOICE REQUIREMENTS

Each invoice shall include, at minimum:

1. Number of defendants served during the billing period;
2. Description of services provided;
3. Total costs incurred during the billing period;
4. Cumulative expenditures to date; and
5. Certification that costs are allowable, allocable, and reasonable.

Invoices must include **backup documentation** sufficient to verify expenditures, including invoices from service providers, receipts, or similar documentation demonstrating evidence of services provided to clients.

MONTHLY DATA SUBMISSION

The ENTITY shall provide the following data in an Excel format **concurrent** with each invoice (Attachment A – Monthly Data Template):

- Case number;
- Master jacket number;
- Booking number;
- Defendant name;
- Program/service name(s);
- Funding spent per client;
- Services provided;
- Dates of service;
- Status of service engagement;
- Discharge reason (when applicable);
- Any additional data elements mutually agreed upon to measure outcomes.

PROGAM REPORTING

The ENTITY shall collaborate with the County and provide requested data or program reports necessary to evaluate program performance and outcomes, upon reasonable request.

ATTACHMENT A

An Excel-based Monthly Data Template shall be attached to this Agreement to standardize reporting.

