

**PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 AGENDA ITEM SUMMARY**

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Meeting Date: May 3, 2022	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

**Department: Criminal Justice Commission**  
**Submitted For: Criminal Justice Commission**

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

- A) Receive and file** a Third Amendment to Interlocal Agreement (R2018-1223) dated December 21, 2021 between Palm Beach County (County) and Florida Atlantic University (FAU) to extend the Agreement term from November 13, 2021 to May 13, 2022 and reducing the total Agreement price from \$128,257.00 to \$123,757.00.
- B) Receive and file** a Fourth Amendment to Interlocal Agreement (R2018-0099) dated December 31, 2021 between County and the Public Defender for the Fifteenth Judicial Circuit (Public Defender) to extend the Agreement from December 31, 2021 to September 30, 2022.

**Summary:** The Third Amendment to the Interlocal Agreement with FAU extends the term of the agreement. Due to the COVID-19 pandemic, the work under this agreement was unavoidably delayed because it was unsafe for FAU to conduct in-person interviews, collect pertinent data and finalize the process and outcomes evaluation as originally agreed. This resulted in a contract price reduction and extension. This contract is funded by a transfer from the County’s Crime Prevention Trust Fund. On August 14, 2018 the Board of County Commissioners (BOCC) delegated signature authority to the County Administrator or designee to execute amendments related to said Interlocal Agreement. The Fourth Amendment to the Interlocal Agreement with the Public Defender extends the funding period for continued community-based services and the work of their Social Services Coordinator in facilitating the pretrial release of inmates from jail. On January 23, 2018 the BOCC delegated signature authority to the County Administrator or designee to execute amendments related to said Interlocal Agreement. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating department as a receive and file agenda item.


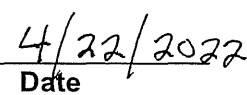

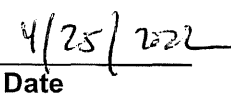
**Countywide (JW)**

**Background and Justification:** Both of the above-referenced Amendments are in support of the work under the MacArthur Safety & Justice Challenge (SJC) project. Palm Beach County was chosen out of 191 applicants from across the country to be one of 20 agencies to participate in the SJC project. Under the SJC project, the County, through its Criminal Justice Commission (CJC), was awarded over \$2 million in grant funding to implement local strategies to reduce jail population and racial and ethnic disparities (R2017-1709) and an additional \$1.4 million in renewal funding to continue this work (R2020-0484 and R2020-0485). Since the implementation of the SJC project, the jail’s average daily population in Palm Beach County has been reduced by approximately 18%; however, the racial and ethnic disparities in the jail population has not decreased.

**Attachments:**

- 1) Third Amendment to Interlocal Agreement with FAU
- 2) Fourth Amendment to Interlocal Agreement with Public Defender

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Recommended by:		
	Department Director	Date
Approved by:		
	Assistant County Administrator	Date

**I. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____


Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account Exp No: Fund 0001/1512 Department 767/762  
 Unit 7613/7714 Object: 8201/8101  
 Rev No: Fund 0001/1512 Department 767/762  
 Unit 7613/7714 RevSc 8094/6694

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Fund: Crime Prevention Trust Fund  
 MacArthur Foundation's Safety and Justice Challenge \$2M  
 Unit: Criminal Justice Commission  
 MacArthur Foundation \$2M FY18-FY19  
 Grant: MacArthur Foundation Safety and Justice Challenge

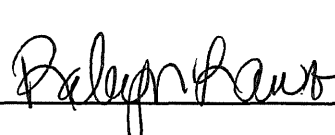
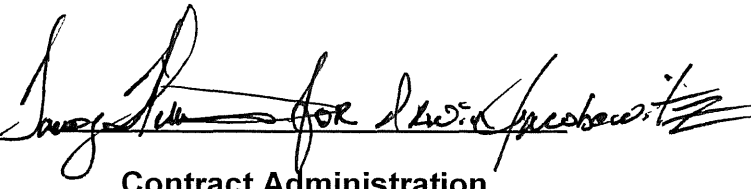
\*No additional fiscal impact. GANs extend the period to utilize and reallocate unspent funds.

Departmental Fiscal Review: \_\_\_\_\_

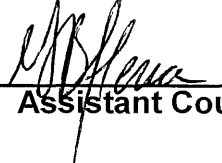
  
Digitally signed by Mariana Diaz  
 DN: DC=org, DC=pbcbgov, OU=Enterprise,  
 OU=PSD, OU=Users, CN=Mariana  
 Diaz, E=MDiaz@pbcbgov.org  
 Date: 2022.03.14 13:42:06-0400

**II. REVIEW COMMENTS**

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

 3/16/22  
 OFMB  
 LM 3/16  
  
 Contract Administration  
 4-21-22 TW

**B. Legal Sufficiency:**

 4/22/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**THIRD AMENDMENT  
TO INTERLOCAL AGREEMENT**

**THIS THIRD AMENDMENT** is dated 21<sup>ST</sup> day of ~~November~~, 2021 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Florida Atlantic University Board of Trustees, (hereinafter referred to as "FAU"), whose FEIN ID is 65-0385507.

**WITNESSETH:**

**WHEREAS**, on August 14, 2018 the COUNTY, through its Criminal Justice Commission (CJC), and FAU entered into an Interlocal Agreement (R2018-1223) (the "Agreement") for a total contract price not to exceed \$128,257.00; and

**WHEREAS**, on May 29, 2019 the COUNTY and FAU entered into a First Amendment to the Agreement (R2019-1195); and

**WHEREAS**, on April 8, 2020 the COUNTY and FAU entered into a Second Amendment to the Agreement (R2020-1087); and

**WHEREAS**, FAU's responsibility under the Agreement is to conduct a process and outcome evaluation of the Palm Beach County Frequent Users Systems Engagement (PalmFUSE) pilot program, as referenced in Section 5 of the Agreement and more fully outlined in the Scope of Work detailed in Exhibit "A" of the Agreement; and

**WHEREAS**, the Covid-19 pandemic has necessitated changes in the operational logistics for FAU's previously established face-to-face interviews with PalmFUSE participants. Therefore, the parties have mutually agreed to amend this Agreement to modify the payment amount, deliverables, and scope of work accordingly.

**WHEREAS**, the Agreement expires on November 13, 2021 and the parties have agreed to extend the term of the Agreement at no additional cost retroactively from November 13, 2021 through May 13, 2022;

**NOW THEREFORE**, the above-named parties hereby mutually agree to a Third Amendment to the Agreement as follows:

- I. Section 4 (Effective Date/Term) of the Agreement is amended by extending the expiration date retroactively from November 13, 2021 to May 13, 2022. All other references in the Agreement to November 13, 2021 are hereby replaced with May 13, 2022.
- II. Section 5 (Services Rendered) of the Agreement is amended by extending the time frame for deliverables from FAU retroactively from November 13, 2021 to May 13, 2022 and removing face-to-face interviews with FUSE participants from the scope of

work beginning May 14, 2020 through February 13, 2021 per Exhibit "A-2", which replaces Exhibit "A-1", is attached hereto and incorporated herein by reference.

- III. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by modifying FAU's total contract price from \$128,257.00 to \$123,757.00, releasing FAU from face-to-face PalmFUSE participant interviews in Deliverables 8.1 (Year 2 Quarter 4), 9.1 (Year 3 Quarter 1), and 10.1 (Year 3 Quarter 2) and modifying the corresponding payment schedule accordingly per Exhibit "B-2", which replaces Exhibit "B". Exhibit "B-2" is attached hereto and incorporated herein by reference. Uncompleted work and billing dates shall be modified as set forth in Exhibit "B-2". FAU shall have the option to invoice for subtasks as they are completed according to the values assigned in Exhibit "B-2".
- IV. All other provisions of the Agreement not in conflict with this Third Amendment remain in effect, are ratified, and are to be performed at the same level as specified in the Agreement.

***REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

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 Florida Atlantic University Board of Trustees (FAU) has hereunto set its hand the day and year above written.

**FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES**

By: Nancy Thoman  
Nancy Thoman  
Director, Sponsored Programs

**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS BY  
REGENIA HERRING, EXECUTIVE  
DIRECTOR OF THE CRIMINAL  
JUSTICE COMMISSION**

By: Regenia Herring  
Regenia Herring, Executive Director  
Criminal Justice Commission

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Jean-Adel Williams  
Jean-Adel Williams  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: Bert Winkler  
Bert Winkler, Manager of Criminal  
Justice Programs, Criminal Justice  
Commission

**EXHIBIT “A-2”**  
**A Process and Outcome Evaluation of the Palm Beach County  
Frequent Users System Engagement Pilot Program for the  
Palm Beach County Criminal Justice Commission**

**Scope of Work**

**Purpose of the Project**

Florida Atlantic University (FAU) will conduct a process and outcome evaluation of the Frequent Users System Engagement (FUSE) 12-person pilot program in Palm Beach County (PBC). Our systematic assessment of PBC’s FUSE pilot program will occur in three phases:

*Phase 1: Process Evaluation*

The objective of Phase 1 is to examine the fidelity of the FUSE program through a process evaluation. This objective examines if and to what extent the FUSE program is implemented and operated as designed. This process evaluation will examine the program inputs and program activities in an effort to establish relationships between project activities and outcomes.

*Phase 2: Outcome Evaluation*

The objective of Phase 2 is to conduct an outcome evaluation that systematically collects and examines data on the effects of the FUSE program on participants. The emphasis of the outcome evaluation is to examine the intended and unintended effects of FUSE on program participants, institutional involvement, community safety, and resource allocation.

*Phase 3: Cost-Benefit Analysis (CBA)*

The objective of Phase 3 is to understand the costs and benefits of the FUSE program. This will include an analysis of potential cost offsets that can be used to reduce public expenditures associated with chronic users persistently cycling through existing public service providers. The CBA will ensure that resources in PBC are being allocated effectively.

**Timeframe**

August 14, 2018-May 13, 2022

Year 1: August 14, 2018-August 13, 2019

Year 2: August 14, 2019-August 13, 2020

Year 3: August 14, 2020-August 13, 2021

Year 4: August 14, 2021-May 13, 2022

## Research Questions

### *Phase 1: Process Evaluation*

The process evaluation is designed to examine the extent to which FUSE is implemented and operated as designed. Five research questions guide this phase of the study:

- 1) How is FUSE being implemented in PBC?
- 2) Is FUSE targeting the most frequent system users (i.e., chronic users of the system)?
- 3) How are participants being located and engaged (e.g., arrests, court system, homeless system)?
- 4) What services are being provided to FUSE participants?
- 5) To what extent (e.g., frequency, duration, dosage) are FUSE participants engaging in the provided services, including housing?
- 6) Is FUSE operating as designed?

### *Phase 2: Outcome Evaluation*

The outcome evaluation seeks to measure the impact of FUSE across several outcome measures. Five research questions guide the outcome evaluation:

- 1) Did participation in PBC's FUSE program change an individual's involvement in the criminal justice system (e.g., arrests and jail bookings)?
  - a. If yes, how?
  - b. Was this effect sustained?
- 2) Did FUSE participants receive pre-booking or pre-adjudicatory diversions?
- 3) Did participation in PBC's FUSE program influence a person's homelessness status?
  - a. If yes, how?
  - b. Was this effect sustained?
- 4) Did participation in PBC's FUSE program affect an individual's receipt of behavioral health services (e.g., mental health, substance abuse)?
  - a. If yes, how?
  - b. Was the effect sustained?
- 5) Did participation in PBC's FUSE program impact the frequency of emergency room visits?
  - a. If yes, how?
  - b. Was this effect sustained?

### *Phase 3: Cost-Benefit Analysis*

The CBA seeks to measure costs and benefits of the FUSE intervention. In doing so, three research questions guide this part of the evaluation:

- 1) What is the cost per participant of the FUSE program?
- 2) What is the delivery cost of individual services?
- 3) How do these costs relate to the public expenditures PBC could expect to spend on jails, shelters, and physical and behavioral health services on chronic offenders?
- 4) Was there a cost reduction for the criminal justice system, homeless shelters, and physical and behavioral health centers?

## **Data Collection**

The data for this research will be gathered from multiple sources in PBC, including PBC Sheriff's Office, PBC Clerk's Office, Florida Department of Law Enforcement, PBC Department of Community Services, Southeast Florida Behavioral Health Network, and county hospitals. The following steps will be taken to acquire the necessary data for the analysis:

- FAU will conduct (in) formal interviews with key stakeholders, such as CJC staff, the FUSE program coordinator, FUSE project staff, service providers, and program participants.
- FAU will conduct three semi-structured, face-to-face interviews with FUSE participants.
  - Time 1 (baseline) interviews will be conducted within the first 30 days of FUSE participants being admitted into supportive housing.
  - Time 2 interviews will be conducted six months after each baseline interview.
  - Time 3 interviews will be conducted one year after each baseline interview.
- FAU will attend key meetings and conduct site visits to observe the program operation firsthand
- FAU will collaborate with the Palm Beach County Criminal Justice Commission to ensure that the proper data is collected to conduct the outcome evaluation and cost-benefit analysis
- FAU will review the available data systems that may inform this project and identify the appropriate data fields and records necessary for this study.

## **Data Analysis**

Statistical data will be analyzed in IBM's Statistical Package for the Social Sciences (SPSS) 24. Descriptive statistics will be provided for FUSE participants. Bivariate analyses will be used to examine the statistical similarities and differences in outcomes over time. Multivariate analyses, including ordinary least squares regression, logistic regression, and multinomial logistic regression, will be used, where necessary, to determine the independent impact of FUSE on recidivism and other outcome measures. These analytical tools allow different outcome variables to be regressed on covariates, including gender, race, ethnicity, age, legal, and socially relevant factors.

For the qualitative data, such as open-ended question in the interview protocols, FAU will follow a simple content analysis coding scheme and use agreement based responses in the final analysis where disagreements are found. Should the material be less overt than anticipated, a formal coding scheme will be developed and inner-rater reliability estimates will be provided based on independent coding of the material. Regardless of the data structure, proper data screening and suitability for subsequent more advanced methods will be carried out.



**EXHIBIT "B-2"**

**BUDGET AND SCHEDULE OF PAYMENTS**

**Deliverables**

<b>Deliverables: Year 1 Quarter 1</b>		<b>08/14/18-11/13/18</b>	<b>Payment Number 1</b>	<b>Payment Amount</b>
1.1	Conduct site visits to meet with the project partners.			\$15,000.00
1.2	Work with the CJC in identify desired project outcomes/goals.			
1.3	Work with the CJC to assess the availability of data needed to complete the project goals.			
1.4	Develop a process evaluation plan that links program goals and activities to outcomes and data elements.			
1.5	Establish a baseline data collection process to support the evaluation.			
1.6	Conduct face-to-face interviews with PalmFUSE participants.			
1.7	Work with the CJC to identify a comparison group of similarly situated PalmFUSE-eligible individuals who did not participate in PalmFUSE.			
1.8	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings as needed.			
<b>Deliverables: Year 1 Quarter 2</b>		<b>11/14/18-02/13/19</b>	<b>Payment Number 2</b>	<b>Payment Amount</b>
2.1	Develop an impact evaluation plan that assess effectiveness of the program by measuring change that has occurred as a result of the program including, but is not limited to, method of assignment, control group potential, performance measurement, goal attainment, and evaluation.			\$15,000.00
2.2	Work with project partners to gather information and data needed to track the project's progress towards meeting the goals of PalmFUSE.			
2.3	Conduct face-to-face interviews with PalmFUSE participants.			
2.4	Conduct interviews with project staff relating to project implementation.			
2.5	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed.			
2.6	Attend and actively participate in required meetings, conference calls, technical assistance, and trainings as needed.			
2.7	Provides a semi-annual progress report, summarizing research activities.			
<b>Deliverables: Year 1 Quarter 3</b>		<b>02/14/19-05/13/19</b>	<b>Payment Number 3</b>	<b>Payment Amount Total</b>
				<b>\$3,500.00</b>

3.1	Conduct face-to-face interviews with PalmFUSE participants.		\$2,500.00
3.2	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed.		\$500.00
3.4	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$500.00
<b>Deliverables: Year 1 Quarter 4</b>		<b>05/14/19-08/13/19</b>	<b>Payment Number 4</b>
			<b>Payment Amount Total \$6,500.00</b>
4.1	Conduct site visits at permanent and supportive housing locations, treatment sites, case management offices, and others as necessary to observe PalmFUSE program operation.		\$2,500.00
4.2	Work with project partners to gather information and data needed to track the project's progress towards meeting the goals of PalmFUSE.		\$1,500.00
4.3	Conduct informal and formal interviews with key stakeholders, including CJC staff, the PalmFUSE program manager, and service providers.		\$2,500.00
<b>Deliverables: Year 2 Quarter 1</b>		<b>08/14/19-11/13/19</b>	<b>Payment Number 5</b>
			<b>Payment Amount Total \$10,000.00</b>
5.1	Conduct site visits at permanent and supportive housing locations, treatment sites, case management offices, and others as necessary to observe PalmFUSE program operation.		\$1,500.00
5.2	Work with project partners to gather information and data needed to track the project's progress towards meeting the goals of PalmFUSE.		\$1,500.00
5.3	Conduct face-to-face interviews with PalmFUSE participants.		\$1,500.00
5.4	Conduct informal and formal interviews with key stakeholders, including CJC staff, the PalmFUSE program manager, and service providers.		\$1,500.00
5.5	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed.		\$500.00
5.6	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$500.00
5.7	Provides a semi-annual progress report, summarizing research activities.		\$3,000.00
<b>Deliverables: Year 2 Quarter 2</b>		<b>11/14/19-02/13/20</b>	<b>Payment Number 6</b>
			<b>Payment Amount Total \$2,500.00</b>
6.1	Conduct face-to-face interviews with PalmFUSE participants.		\$1,500.00

6.2	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$1,000.00
<b>Deliverables: Year 2 Quarter 3</b>		<b>2/14/20-05/13/20</b>	<b>Payment Number 7</b>
			<b>Payment Amount Total \$2,500.00</b>
7.1	Conduct face-to-face interviews with PalmFUSE participants.		\$1,500.00
7.2	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$1,000.00
<b>Deliverables: Year 2 Quarter 4</b>		<b>5/14/20-08/13/20</b>	<b>Payment Number 8</b>
			<b>Payment Amount Total \$1,000.00</b>
8.1	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$1,000.00
<b>Deliverables: Year 3 Quarter 1</b>		<b>8/14/20-11/13/20</b>	<b>Payment Number 9</b>
			<b>Payment Amount Total \$1,000.00</b>
9.1	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$1,000.00
<b>Deliverables: Year 3 Quarter 2</b>		<b>11/14/20-2/13/21</b>	<b>Payment Number 10</b>
			<b>Payment Amount Total \$1,000.00</b>
10.1	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$1,000.00
<b>Deliverables: Year 3 Quarter 3</b>		<b>02/14/21-05/13/21</b>	<b>Payment Number 11</b>
			<b>Payment Amount Total \$16,500.00</b>
11.1	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$2,000.00
11.2	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed.		\$4,500.00
11.3	Provide a draft process evaluation report for review and input from the CJC.		\$10,000.00
<b>Deliverables: Year 3 Quarter 4</b>		<b>05/14/21-08/13/21</b>	<b>Payment Number 12</b>
			<b>Payment Amount Total \$2,500.00</b>
12.1	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed.		\$2,500.00

<b>Deliverables: Year 4 Quarter 1 &amp; 2</b>		<b>08/14/21-02/13/22</b>	<b>Payment Number 13</b>	<b>Payment Amount Total \$18,500.00</b>
13.1	Provide a draft outcome evaluation and cost-benefit analysis report for review and input from the CJC.			\$11,000.00
13.2	Consult with CJC regarding draft process and outcome evaluation and cost-benefit analysis report for review and input from the CJC.			\$3,000.00
13.3	Make edits to evaluation report.			\$4,500.00
<b>Deliverables: Year 4 Quarter 3</b>		<b>02/14/22-05/13/22</b>	<b>Payment Number 14</b>	<b>Payment Amount Total \$28,257.00</b>
FAU will provide a final report that includes the following:				
14.1	Section 1 of the report will document the piloting, implementation, and use of PalmFUSE.			\$7,000.00
14.2	Section 2 of the report will document the effectiveness of the PalmFUSE pilot program. Findings relating to whether PalmFUSE results in more or less involvement in the criminal justice system, homelessness, receipt of mental health services, emergency room visits will be reported.			\$8,000.00
14.3	Section 3 of the report will document the cost-benefit analysis. Findings relating to the cost per participant of PalmFUSE, the delivery cost of individual services, and public expenditures in PBC.			\$5,000.00
14.4	Section 4 of the report will provide recommendations regarding 1) the implementation of PalmFUSE, 2) the effectiveness of PalmFUSE, 3) the allocation of resources, and 3) any other recommendations regarding PalmFUSE.			\$5,000.00
14.5	Present findings to the CJC and other stakeholders, as requested.			\$3,257.00
<b>Total Payment Amount</b>				<b>\$123,757.00</b>

**FOURTH AMENDMENT  
TO INTERLOCAL AGREEMENT**

**THIS FOURTH AMENDMENT** is dated December 31, 2021 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the Public Defender Office of the Fifteenth Judicial Circuit, (hereinafter "ENTITY"), whose FEIN ID is 03-0377194.

**WITNESSETH:**

**WHEREAS**, on January 23, 2018 the COUNTY, through its Criminal Justice Commission (CJC), and the ENTITY entered into an Interlocal Agreement (R2018-0099) (the "Agreement"). The Agreement required the ENTITY to hire a Client Navigator position to work on aspects of the John D. and Catherine T MacArthur Foundation Safety and Justice Challenge grant award to the Palm Beach County CJC; and

**WHEREAS**, on February 5, 2019 the COUNTY and the ENTITY entered into a First Amendment to Interlocal Agreement (R2019-0228); and

**WHEREAS**, on January 1, 2020 the CJC was awarded funding in the amount of \$1,400,000 by the MacArthur Foundation pursuant to a renewal grant application that includes funding for the ENTITY to continue the work of the Public Defender Social Services Coordinator and Community-Based Services through December 31, 2021 (R2020-0484 thru 2020-0485) and said renewal grant has been extended to September 30, 2022 (R2021-1733 thru R2021-1735).

**WHEREAS**, on April 2, 2020 the COUNTY and the ENTITY entered into a Second Amendment to Interlocal Agreement (R2020-1084 thru R2020-1092). The Agreement supplemented the Public Defender Client Navigator duties to provide for funding for Community-Based services and the addition of a Social Service coordinator position for the Public Defender's Office.; and

**WHEREAS**, on May 22, 2020 the COUNTY and the ENTITY entered into a Third Amendment to Interlocal Agreement (R2020-1084 thru R2020-1092); and

**WHEREAS**, the parties have terminated the services of the Public Defender Client Navigator position, effective August 31, 2021; and

**WHEREAS**, the parties desire to continue the funding of the Public Defender Social Services Coordinator and Community-Based Services and to extend the termination date of the Agreement from December 31, 2021 to September 30, 2022.

**NOW THEREFORE**, the above-named parties hereby mutually agree to a Fourth Amendment to the Agreement as follows:

- I. The termination date of the Agreement shall be extended from December 31, 2021 to

September 30, 2022 to continue funding of the Public Defender Social Service Coordinator and Community Based Services.

- II. Section 1 (Purpose) of the Agreement is amended by adding Exhibit "A-4", which is attached hereto and incorporated herein by reference.
- III. Section 7 (Payments/Invoicing and Reimbursement) of the Agreement is amended by adding Exhibit "B-4", attached hereto and incorporated herein by reference.
- IV. All other provisions of the Agreement, First Amendment, Second Amendment and Third Amendment to the Agreement not in conflict with this Fourth Amendment to Agreement remain in effect, are ratified, and are to be performed at the same level as specified in the Agreement.

*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*

Attachment # 2  
Page 2 of 5

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 Office of the Fifteenth Judicial Circuit (ENTITY) has hereunto set its hand the day and year above written.

**PUBLIC DEFENDER  
FIFTEENTH JUDICIAL CIRCUIT**

By: Carey Haughwout  
Carey Haughwout, Public Defender

**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS  
BY REGENIA HERRING, EXECUTIVE  
DIRECTOR, CRIMINAL JUSTICE  
COMMISSION**

By: Regenia Herring  
Regenia Herring,  
Executive Director, Criminal Justice  
Commission

**APPROVED AS TO FORM AND  
SUFFICIENCY**

By: Jean-Adel Williams  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: Bert Winkler  
Bert Winkler, Manager of Criminal  
Justice Programs, Criminal Justice  
Commission

**EXHIBIT "A-4"**

**SCOPE OF WORK**

**PURPOSE OF THE PROJECT**

The purpose of the extension of the Agreement until September 30, 2022 for the funding of the Public Defender Social Services Coordinator and the Community-Based Services is to continue the ENTITY's work in furtherance of the goals of the MacArthur Foundation Safety and Justice Challenge (SJC) to safely reduce the jail population and address racial and ethnic disparities in the local criminal justice system. The Public Defender Client Navigator position is no longer being funded, effective August 31, 2021. All work will be completed under the direction of Public Defender Office management and in consultation with Criminal Justice Commission staff.

**TIME FRAME**

Agreement extended to the expiration date of the grant, which shall be September 30, 2022.

**BACKGROUND**

The CJC is one of twenty sites selected from across the country and awarded grant funding to participate in the SJC Grant Program through September 30, 2022.

This work is vital to the CJC's plan to reduce jail use – meaningfully and significantly – without compromising public safety and to identify and design solutions to racial and ethnic disparities found in the jail population. This project includes the following five strategies aimed at reducing the jail population by almost 20% while addressing racial disparity and improving public safety.

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

**COMMUNITY-BASED SERVICES FOR CLIENTS**

The goals and parameters of Community-Based Services remain as set forth in Exhibit "A-1" of the First Amendment to this Agreement and Exhibit "A-2" of the Second Amendment to this Agreement.

**SOCIAL SERVICES COORDINATOR POSITION GOALS AND DUTIES**

The goals and duties of the Social Services Coordinator position remain as provided for in Exhibit "A-2" of the Second Amendment to this Agreement.



**EXHIBIT "B-4"**

**BUDGET AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by The Public Defender's Office (ENTITY) is defined in Exhibit "A-4". Compensation for this work shall be in accordance with the following "Budget" and "Schedule of Payments":

**BUDGET**

Funding in the amount of \$150,000 is allocated for a Social Services Coordinator position and \$100,000 for Community Based Services.

**TERM**

Agreement extended to September 30, 2022.

**SCHEDULE OF PAYMENTS**

Payments to ENTITY from the COUNTY shall be made on a monthly basis.

ENTITY will send invoices with appropriate backup documents to the County's Representative by the 15<sup>th</sup> of the month following the end of each month through the term of the agreement.

Social Services Coordinator expenses with backup documents shall be submitted demonstrating evidence of services provided in the performance of the Scope of Services as described in the agreement in the form of a document listing all Public Defender clients whom the Social Services Coordinator assisted and providing information as to whether that client was placed in housing and/or received services as well as the nature of the services. Said document shall include the court case number, defendant's name, Palm Beach County Sheriff's office master jacket number, gender, race and booking number for each defendant.

Community Based Services expenses for Public Defender clients with backup documents shall be submitted identifying each client served by the court case number, defendant's name, Palm Beach County Sheriff's Office master jacket number, gender, race and booking number. Proof of expenses shall be provided including invoices from service providers or other such documentation that demonstrates evidence of services provided to the clients, including names of clients, names of service providers, dates of services, nature of services, and cost of services.