

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Personal Services					
Operating Costs					
Grants & Aids	\$7,250	\$60,000			
External Revenues	(\$7,250)	(\$60,000)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0			
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)	0	0			

Is Item Included In Current Budget? Yes No

Does this item include the use of federal funds? Yes No

Budget Account Exp No: Fund 1512/1513 Dept. 762 Unit 7714/7722 Obj. 8101
 Rev No: Fund 1512/1513 Dept. 762 Unit 7714/7722 Rev. 6694

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

Grant: MacArthur Foundation Safety and Justice Challenge
Fund: 1512 MacArthur Foundation's Safety and Justice Challenge \$2M
Fund: 1513 – MacArthur Foundation's Safety and Justice Challenge \$1.4M
Unit: 7714 MacArthur Foundation \$2M FY18-FY19
Unit: 7722 – MacArthur Foundation \$1.4M FY20-FY21

The MacArthur \$1.4M grant is due to expire September 30, 2022. However, a Grant Adjustment Notice is being approved to extend the grant period in order to fully utilize all grant funding. The approval of this Interlocal Agreement is part of the plan to spend down all grant funding.



Digitally signed by Marianela Diaz
 DN: DC=org, DC=pbcgov, OU=Enterprise,
 OU=PSD, OU=Users, CN=Marianela
 Diaz, E=MDiaz@pbcgov.org
 Date: 2022.05.05 16:09:55-04'00'

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

ASDC 5/9/22
UM OFMB 5/9/22

John J. Jacobson 5/10/22
Contract Dev. & Control
5-16-22 TW

B. Legal Sufficiency

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review

 Department Director

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

INTERLOCAL AGREEMENT

This Interlocal Agreement is made the _____ day of _____, 2022, 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.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, FSU's responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, 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 collect and share professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in *Exhibit "A"*, attached hereto and made a part hereof.

Section 2. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Party or Parties" means FSU and COUNTY.

Section 3. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Regenia Herring, whose telephone number is (561) 355-2314.

FSU's representative/contract monitor during the term of this Agreement shall be Dr. Thomas Blomberg, whose telephone number is (850) 644-4050.

Section 4. Effective Date/Term

This Agreement shall take effect on June 7, 2022. FSU shall complete all services by January 31, 2023, unless otherwise terminated as provided herein.

Section 5. Services Rendered

FSU's responsibility under this Agreement is to provide professional/consultation services in the area of data analysis, research, and evaluation of aspects of the John D. and Catherine T. MacArthur Foundations Safety and Justice Challenge grant awarded to the Palm Beach County Criminal Justice Commission, as more specifically set forth in the Scope of Work detailed in *Exhibit "A"*. Notwithstanding anything to the contrary in this agreement, FSU performs work on a best efforts basis.

Section 6. 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 7. Payments/Invoicing and Reimbursement

A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total Agreement amount of Sixty-Seven Thousand Two-Hundred and Fifty Dollars (\$67,250). FSU will bill the COUNTY as provided and at the amounts set forth in *Exhibit "B"* for services rendered toward the completion of the Scope of Work.

B. Fixed price invoices received from FSU 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, FSU will clearly state "*Final Invoice*" on FSU's final/last billing to the COUNTY. This shall constitute FSU'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 FSU.

Section 8. Truth-In-Negotiation Certificate

Signature of this Agreement by FSU's 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 the FSU'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 FSU's. The COUNTY shall exercise its rights under this section within three (3) years following final payment

Section 9. Access and Audits

FSU shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) 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 FSU'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 FSU, 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 10. Personnel

FSU represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. To be best of FSU'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 FSU 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 FSU'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. FSU agrees that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of FSU'S personnel (and all Sub-Contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

Section 11. Federal and State Tax

The COUNTY and FSU are exempt from payment of Florida State Sales and Use Taxes. FSU 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 12. Breach/Opportunity to Cure

The Parties hereto expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 13. Termination

This Agreement may be terminated by FSU upon thirty (30) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of FSU. It may also be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days' prior written notice to FSU or the COUNTY. Continuation of this Agreement is dependent upon availability of funds to the COUNTY and may be terminated by the COUNTY if funds are unavailable. Unless FSU is in breach of this Agreement, FSU 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, FSU 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 14. Enforcement Costs

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties, provided, however, that this clause pertains only to the Parties to this Agreement.

Section 15. 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 16. 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
c/o Regenia Herring
Criminal Justice Commission
301 N. Olive Avenue, Suite 1001
West Palm Beach, FL 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to FSU, notices shall be addressed to:

Allie Heller
Florida State University
Sponsored Research Administration
874 Traditions Way, 3rd Floor
Tallahassee, FL 32036-4166

With a copy to:
Dr. George Pesta
Florida State University
College of Criminology
112 South Copeland Street
Tallahassee, FL 32306-1273

Section 17. 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 18. Filing

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

Section 19. 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 20. Indemnification

Subject to the limitations set forth in Section 768.28, Florida Statutes, FSU 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 FSU.

Section 21. Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, FSU acknowledges and represents that FSU 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.

FSU 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, FSU 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 FSU of its liability and obligations under this Agreement. FSU agrees its self-insurance, general liability and automobile liability insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY. FSU expressly understands and agrees that any insurance protection furnished by FSU shall in no way limit its responsibility to indemnify and save harmless COUNTY under the provisions of Section 20 of this Agreement.

Section 22. Successors and Assigns

The COUNTY and FSU 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 FSU shall assign, sublet, convey or

transfer its interest in this Agreement without the prior written consent of the other.

Section 23. 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. 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 FSU.

Section 24. Conflict of Interest

To the best of its knowledge, FSU 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. FSU further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

Section 25. 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 FSU of the COUNTY'S written notification of a contemplated change, FSU 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 FSU'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, FSU 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 FSU shall not commence work on any such change until such written amendment is signed by FSU and approved and executed on behalf of the COUNTY.

Section 26. Entirety of Agreement

The COUNTY and FSU 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 Article 25- Modifications of Work.

Section 27. Independent Contractor Relationship

FSU 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 FSU'S sole direction, supervision, and control. FSU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FSU'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.

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

Section 28. Excusable Delays

FSU 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 FSU 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 FSU'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FSU'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 29. Discrimination

FSU represents that 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 and expression, or genetic information.

FSU has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if FSU does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that FSU will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

Section 30 – Regulations; Licensing Requirements

FSU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

Section 31 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, FSU 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 FSU 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.

Section 32. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if FSU: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., FSU shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time FSU 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 or as otherwise provided by law. FSU 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 FSU does not transfer the records to the public agency.

D. Upon completion of the Agreement FSU shall transfer, at no cost to the COUNTY, all public records in possession of FSU 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 FSU transfers all public records to the COUNTY upon completion of the Agreement, FSU shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If FSU keeps and maintains public records upon completion of the Agreement, FSU shall meet all applicable requirements for retaining public records. All records stored electronically by FSU 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 FSU 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. FSU acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

If FSU has questions regarding the application of chapter 119, Florida Statutes, to FSU'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 33. Captions

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

Section 34. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this

Agreement and the same shall remain in full force and effect.

Section 35 - E-VERIFY - EMPLOYMENT ELIGIBILITY

FSU 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 FSU's subconsultants 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.

FSU 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. FSU 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 CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that FSU has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FSU's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FSU to terminate its contract with the subconsultant and FSU shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, FSU 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, FSU 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 Florida State University, for and on behalf of its Board of Trustees has hereunto set its hand the day and year above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK AND COMPTROLLER
COMMISSIONERS:**

**PALM BEACH COUNTY
BOARD OF COUNTY**

**By:
Deputy Clerk**

**By: _____
Mayor**

FSU: Russell D. Lentz for
Mark Riley, Interim Mark Riley, Interim Vice
Vice President for President for Research
Research Date: 2022.04.28
10:05:50 -04'00'

Signature

Mark Riley
Name

Interim Vice President for Research
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By Jean-adel Williams
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By Regina Henning
Department Director

SCOPE OF WORK
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.

TIMEFRAME

June 7, 2022 – January 31, 2023

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.

BUDGET AND DELIVERABLES

The deliverables and payment schedule are provided below. Deliverables should be submitted to the Criminal Justice Commission Research and Planning Manager in electronic format via email.

Budget amounts listed support four project staff, including effort 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.

Deliverables	Projected 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 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		\$67,250