





**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PALM BEACH COUNTY AND PALM BEACH COUNTY SHERIFF'S OFFICE**

This **Memorandum of Understanding (MOU)** is entered into on this 20<sup>th</sup> day of August 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the Palm Beach County Sheriff's Office ("PBSO") a political subdivision of the State of Florida, which are the parties hereto.

**WITNESSETH**

**WHEREAS**, this MOU formalizes the commitment of the parties to work together to support the implementation and coordination of reentry services provided to justice involved adults returning to the community from Palm Beach Sheriff's Office Detention Centers. The Parties, in recognition of the critical need for a joint and uniform approach to supporting justice involved adults towards achieving successful outcomes share the goal of reducing recidivism and increasing public safety in Palm Beach County.

**NOW THEREFORE**, subject to controlling law, rules or regulations or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

The term of this Agreement shall commence on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue for a term of five (5) years unless earlier terminated.

**II. SCOPE OF AGREEMENT**

PBSO and the County shall work together to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, staffing and resource availability, and budgetary constraints.

**A. County Responsibilities**

1. Coordinate comprehensive pre- and post-release reentry services for adult justice involved individuals who are returning to Palm Beach County.
2. Participate in pre-release transition planning telephone calls and jail visits to make appropriate community connections that align with recommended service needs for adults based on risk/needs assessments.
3. Provide wraparound case management reentry services for adult justice-involved individuals in custody at the Palm Beach Jail.

4. Cultivate connections with community partners to create a continuum of service resources for all reentry adults.

**B. PBSO Responsibilities**

1. Participation on the Reentry Task Force.
2. Assess County sentenced adults for appropriate referrals to countywide reentry programming. Referrals will be made through the County database.
3. Provide space and allocated times to facilitate classes.
4. Conduct the security background screening and provide in person jail access to PBC contracted agency staff, including peers. Escorts may be required and provided on an individual, as needed basis dependent on an individual's background.

**III. FINANCIAL OBLIGATIONS**

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

**IV. AGREEMENT MANAGEMENT**

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

**A. County Agreement Administrator**

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

Nicole Bishop  
Palm Beach County Board of County Commissioners  
Director, Division of Victim Services  
205 North Dixie Highway  
West Palm Beach, FL 33401  
561-355-1723 (office)  
561- 723-4789 (cell)  
[nbishop@pbcgov.org](mailto:nbishop@pbcgov.org)(e-mail)

**B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR PBSO**

Ric L. Bradshaw  
Sheriff  
Or Designee  
3228 Gun Club Road  
West Palm Beach, FL 33406  
561-688-3000

**FOR COUNTY**

Jessica Hidalgo, Manager Criminal Justice  
Programs  
Division of Justice Services  
205 N. Dixie Highway, Suite 5.1130  
West Palm Beach, FL 33401  
Telephone: (561) 355-2326

C. Legal Notices To County

Palm Beach County Attorney's Office  
Attn: Public Safety-Justice Services  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-659-7974

**V. REVIEW AND MODIFICATION**

Modifications to the provisions of this Agreement, with the exception of Section IV, Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

**VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. Furthermore, either party may terminate this Agreement by written notice if the other party is in breach of any provision of this Agreement and fails to cure the breach within twenty (20) days of receipt of written notice specifying the breach. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained, to the addresses in Section IV.

**VII. OTHER CONDITIONS**

A. INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless PBSO against any actions,

claims or damages arising out of the County's negligence in connection with this MOU, and PBSO shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of PBSO negligence in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**B. INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), PBSO represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If PBSO is not self-insured, PBSO shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this MOU, insurance coverage at limits not less than those contained in the Statute.

Should PBSO purchase excess liability coverage, PBSO agrees to include County as an Additional Insured.

PBSO agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

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

- i. 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 PBSO and the COUNTY as Additional Insureds. PBSO shall also require that the Contractor include a Waiver of Subrogation against County.
- ii. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- iii. 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.

### C. PUBLIC RECORDS

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

1. Keep and maintain public records required by the County to perform services as provided under this MOU.
2. 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. PBSO 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.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the MOU, if PBSO does not transfer the records to the public agency.
4. Upon completion of the MOU PBSO shall transfer, at no cost to the County, all public records in possession of PBSO unless notified by the 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 PBSO transfers all public records to the County upon completion of the MOU, PBSO shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If PBSO keeps and maintains public records upon completion of the MOU, PBSO shall meet all applicable requirements for retaining public records. All records stored electronically by PBSO must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of PBSO to comply with the requirements of this article shall be a material breach of this MOU. The 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. PBSO 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 PBSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PBSO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, 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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**D. SUCCESSORS AND ASSIGNS**

County and PBSO each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this MOU. Except as above, neither County nor PBSO shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**E. DISPUTES**

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Nicole Bishop, Director of Victim & Justice Services. The Director of Victim & Justice Services shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the MOU Managers. If the decision is not acceptable to PBSO, then MOU can be canceled immediately.

**F. NOTICES**

All notices required or permitted by this MOU shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

**G. REMEDIES**

This MOU shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the MOU 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 MOU 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 MOU, including but not limited to any citizen or employees of County and/or PBSO.

#### H. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

#### I. FORCE MAJEURE

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this MOU or interruption of performance resulting directly or indirectly from acts of God, pandemic/epidemic, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### J. NONDISCRIMINATION

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 R2017-1770, as may be amended, PBSO warrants and represents that throughout the term of the MOU, 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the MOU.

#### K. SEVERABILITY

If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of

this MOU, 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 MOU shall be deemed valid and enforceable to the extent permitted by law.

L. ENTIRETY OF CONTRACTUAL AGREEMENT

County and PBSO agree that this MOU 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 MOU may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with IX. Modifications of Work.

M. COUNTERPARTS

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

N. E-VERIFY - EMPLOYMENT ELIGIBILITY

Both parties warrant and represent 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 each party's subconsultants performing the duties and obligations of this MOU are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Each party 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. Each party 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 MOU which requires a longer retention period.

Either party shall terminate this MOU if it has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If either party has a good faith belief that the other party's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the non-violating party shall notify the violating party to terminate its contract with the subconsultant and the violating party shall immediately terminate its contract with the subconsultant.

O. APPROPRIATIONS

Each party's performance and obligations under this MOU for subsequent fiscal years are contingent upon annual appropriations for its purpose.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the PARTIES has hereunto set its hand the day and year above written.

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY,  
BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

**WITNESS:**

Rafiah Bacchus  
Signature

**Palm Beach County Sheriff's Office:**

Feeney, Terence P. Digitally signed by Feeney, Terence P.  
Date: 2024.05.14 16:53:37 -04'00'

Ric L. Bradshaw or Designee

Rafiah Bacchus  
Name (type or print)

Terence P. Feeney  
Typed Name

[Signature]  
Signature

Chief Procurement Officer  
Title

Mercedes A. Alvarez  
Name (type or print)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

(corp. seal)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: [Signature]  
Department Director