

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20061163

1. ACTION REQUESTED/PURPOSE: Approve and execute (2) renewal agreements between 1) Lee County and the State Attorney, State of Florida Twentieth Judicial Circuit and 2) Lee County and the Public Defender, State of Florida Twentieth Judicial Circuit, for utilization of attorneys from their respective offices, and certain support staff. Approve and execute (1) new agreement between Lee County and the State Attorney, State of Florida Twentieth Judicial Circuit for newly created Criminal Justice Information (CJIS) positions and Expanded Criminal Case Management/Diversion Program positions.

2. WHAT ACTION ACCOMPLISHES: Chapter 27, Florida Statutes, provides that the County may contribute additional funding for the State Attorney and the Public Defenders offices by contract. Approval of Agreements provides funding for enforcement of county ordinances by the State Attorney and defense by the Public Defender.

3. MANAGEMENT RECOMMENDATION: Approve and execute Agreements.

4. Departmental Category: h **C12A** **5. Meeting Date: October 3, 2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner Department <u>County Attorney</u> Division <u>General Services</u> By: <u>Andrea R. Fraser</u> <u>Chief Assistant County Attorney</u>
	<input checked="" type="checkbox"/> Statute	<u>Ch.27, Fla. Stat.</u>	
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admin. Code		
	<input type="checkbox"/> Other		

9. Background:

The Board of County Commissioners has previously entered into agreements with the State Attorney providing for Assistant State Attorneys for the purpose of prosecuting violations of county ordinances. These positions have been funded annually by Lee County since 1978.

The Board of County Commissioners has also previously entered into agreements with the Public Defender providing for Assistant Public Defenders for the purpose of defending violators of county ordinances.

Funding for the following positions for the State Attorney and Public Defender for the Fiscal Year 2006-07 budget are budgeted in EC6030300100 (Public Defender) and ED6020200100 (State Attorney).

ATTACHMENTS: (3) Original, executed Agreements with the Public Defender, Twentieth Judicial Circuit for Attorneys to Defend Lee County Ordinance Prosecutions and Indigent Defendants

(6) Original, executed Agreements with the State Attorney, Twentieth Judicial Circuit for Prosecution of Lee County Ordinances (3) - Agreement 1; (3) - Agreement 2

(BACKGROUND CONTINUED - NEXT PAGE)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mer.	
				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN:
9/13/06 11:55 am
COUNTY ADMIN FORWARDED TO:
9-14-06 -11am

CO. ATTY. FORWARDED TO:
[Signature]

9. BACKGROUND: (Continued)

The positions are as follows:

A. State Attorney

Florida Statutes, Section 27.34, Limitations on payment of salaries and other related costs of state attorneys' offices other than by the state.-- ,

The County is contracting for:

1. One (1) full time equivalent (FTE) Assistant State Attorney for the purpose of prosecuting violations of Lee County Ordinances, and laws enacted by Lee County, Florida; and
2. One (1) Assistant State Attorney for the sole purpose of expediting felony court cases to reduce pre-trial incarceration; and
3. Two (2) IT positions to fund the cost of communications services; and
4. One (1) support staff for the file room.
5. Two (2) Criminal Justice Information System (CJIS) positions.
6. Three (3) positions for assisting with Court Administrations Expanded Criminal Case Management/Diversion Program:
 - One (1) Assistant State Attorney
 - One (1) Case Coordinator
 - One (1) Score Sheet Processor

The total County commitment for the above positions is \$612,660.00.

B. Public Defender

Florida Statutes, Section 27.54, Limitation on payment of expenditures for public defender's office other than by the state.--

The County is contracting for:

1. One (1) full time equivalent (FTE) Public Defender for the purpose of defending violations of county ordinances and laws enacted by the County; and
2. One (1) Assistant Public Defender for Drug Court and Mental Health Court proceedings; and
3. One (1) Secretary I position to provide clerical support for the Assistant Public Defender that is defending the County Ordinance violations; and
4. One (1) Secretary I position to provide clerical support for the Assistant Public Defender handling mental health court proceedings.
5. Three (3) positions for assisting with Court Administrations Expanded Criminal Case Management/Diversion Program:
 - One (1) Assistant Public Defender
 - One (1) Case Coordinator
 - One (1) Secretary

The total County commitment for the above positions is \$327,400.00.

**AGREEMENT WITH THE PUBLIC DEFENDER,
TWENTIETH JUDICIAL CIRCUIT FOR
ATTORNEYS TO DEFEND LEE COUNTY ORDINANCE
PROSECUTIONS AND INDIGENT DEFENDANTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter "County", and the **PUBLIC DEFENDER** for the 20th Judicial Circuit, a duly elected Constitutional Officer of the State of Florida, hereinafter "Public Defender".

RECITALS:

WHEREAS, the Public Defender has certified that current personnel resources are inadequate, and will result in withdrawals from the defense of cases, or result in the inability to accept additional appointments unless certain legal and support staff is provided by the County; and,

WHEREAS, the County desires to engage an Assistant Public Defender for the defense of Lee County Ordinance prosecutions, and an Assistant Public Defender position for Drug Court and Mental Health Court proceedings, and their support staff; and,

WHEREAS, the County additionally desires to provide funds for Public Defender staff to participate in Court Administrations Expanded Criminal Case Management/Diversion Program.

NOW THEREFORE, WITNESSETH, that for and in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

SECTION ONE: PUBLIC DEFENDER RESPONSIBILITIES

A. The Public Defender agrees to hire and supervise seven (7) certain employees to be funded by the County for the period from October 1, 2006 through September 30, 2007, as follows:

1. One (1) Assistant Public Defender for the purpose of defending violations of County Ordinances and laws enacted by the County pursuant to Section 27.54(2)(a), Florida Statutes.
2. One (1) Assistant Public Defender for Drug Court and Mental Health Court proceedings.
3. One (1) Secretary I position to provide clerical support for the Assistant Public Defender that is defending the County Ordinance violations.
4. One (1) Secretary 1 position to provide clerical support for the Assistant Public Defender handling mental health.
5. The following two (3) positions will be funded specifically and exclusively for assisting with Court Administrations Expanded Criminal Case Management/Diversion Program:
 - One (1) Assistant Public Defender; and
 - One (1) Case Coordinator; and
 - One (1) Secretary.

- B. The Public Defender agrees to designate said Public Defender employees as Assistant Public Defenders for the 20th Judicial Circuit with full authority as provided by Florida Statutes for such positions.
- C. The Public Defender agrees to manage and supervise the staff enumerated in Section One pursuant to the personnel policies and procedures of the Public Defender's Office.
- D. The Public Defender agrees that said employees shall be considered County employees only for funding purposes as provided for in Section 27.54, Florida Statutes.

SECTION TWO: PUBLIC DEFENDER REPRESENTATION

- A. The Public Defender agrees to provide qualified Public Defender representation at First Appearance when appointed by the Court to do so. Said duties shall include, but not be limited to:
 - 1. The representation of individuals not represented by counsel at First Appearance. This shall include the counseling of the incarcerated prior to First Appearance when notified by Court Investigative Services as to probable appointment of defense by the Court as to the entering of a plea of not guilty, guilty, or no contest to felony, misdemeanor, traffic, or County Ordinance violations pursuant to the best interests of the Defendant;
 - 2. Arguing the sufficiency of the articulated probable cause to detain the Defendant;

3. When supported with the proper foundation, advisement to the Court that a Defendant should have the bond reduced, or be released on recognizance, supervised release or some other type of pretrial release as appropriate, to ensure the appearance of the Defendant at a later court date without danger to the safety of the community;
4. Advising persons facing extradition to another state of the consequences of contesting an extradition order; and
5. Other duties when appointed by the Court to assist in reducing the inmate population in the Lee County Jail / Stockade without presenting a danger to the community.

SECTION THREE: COUNTY RESPONSIBILITIES

The County agrees to pay 100% of the actual costs of the salary and required fringe benefits for all County-funded positions as determined by the Public Defender. The maximum annual and merit salary including fringe benefits and workers' compensation budgeted for these positions shall not exceed three hundred twenty seven thousand four hundred dollars (\$327,400.00).

SECTION FOUR: HOLD HARMLESS

To the extent as provided for by Florida law, the Public Defender agrees to hold the County harmless from any suits at law or administrative actions with respect to any employment issues arising out of said employee's employment with the Public Defender's Office.

SECTION FIVE: AUDIT PROVISIONS

- A. All records and contracts required by this Agreement shall be available for audit, inspection or copying during normal business hours and as often as the County through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure by Florida Statute(s). Such records and contracts shall be stored in the Public Defender Facility. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency.

- B. The Public Defender shall maintain on site, during the course of the work, and retain, not less than three years after completion thereof, complete and accurate records and supporting documentation applicable to all of the services, work, information, expense, cost, invoices and materials provided and performed by the Public Defender that are chargeable to the County in this Agreement.

SECTION SIX: BUDGET

All funds must be used for the intended purposes as described in the Agreement. Any unused portions of these funds shall be returned to the County Budget Services within thirty (30) days after the end of the fiscal year, with an accounting summary to reflect how and to what extent funds were used.

SECTION SEVEN: EFFECTIVE DATE/TERM

- A. The positions provided for in Section One A. (1. - 5.) shall commence employment with the Public Defender on October 1, 2006 and shall serve through September 30, 2007.

- B. Any changes, modifications, revisions or amendments to this Agreement shall be made by mutual agreement between the Parties at the time of renewal of this Agreement. No increase in the salaries for the positions listed herein shall be approved without the prior written authorization of the Lee County Board of County Commissioners.

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IN WITNESS WHEREOF, the Parties hereto have affixed their signatures and seals

this ___ day of _____, 2006.

**ATTEST: CHARLIE GREEN
CLERK OF COURTS**

BY: _____
Deputy Clerk


**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

PUBLIC DEFENDER'S OFFICE

BY:  _____
Robert R. Jacobs, II
Public Defender, 20th Judicial Circuit

**AGREEMENT WITH THE STATE ATTORNEY,
TWENTIETH JUDICIAL CIRCUIT FOR
PROSECUTION OF LEE COUNTY ORDINANCES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter "County", and the **STATE ATTORNEY** for the 20th Judicial Circuit, a duly elected Constitutional Officer of the State of Florida, hereinafter "State Attorney".

RECITALS:

WHEREAS, the County has entered into previous Agreements with the State Attorney; and,

WHEREAS, the County will enter into a separate Agreement for the newly created Criminal Justice Information (CJIS) positions and Expanded Criminal Case Management/Diversion Program positions; and,

WHEREAS, the County desires to continue to engage an Assistant State Attorney for the prosecution of Lee County Ordinances.

NOW THEREFORE, WITNESSETH, that for and in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

SECTION ONE: STATE ATTORNEY RESPONSIBILITIES

- A. The State Attorney agrees to hire and supervise five (5) certain employees to be funded by the County for the period from October 1, 2006, through September 30, 2007, as follows:

1. One (1) full time equivalent (FTE) Assistant State Attorney to be funded by the County for the sole purpose of prosecuting violations of Lee County Ordinances and laws enacted by Lee County, Florida.
 2. One (1) Assistant State Attorney to be funded by the County for the sole purpose of expediting felony court cases in order to reduce pre-trial incarceration.
 3. Two (2) IT positions to further assist in accomplishing the County's requirement under the State Constitution to fund the cost of communications services.
 4. One (1) support staff for the file room.
- B. The State Attorney agrees to appoint said employees as Assistant State Attorneys for the 20th Judicial Circuit with full legal authority as provided by Florida Statutes for such positions.
- C. The State Attorney agrees to manage and supervise the staff enumerated in Section One pursuant to the State Attorney's Office personnel policies and procedures.
- D. The State Attorney agrees that said employees shall be considered County employees only for funding purposes as provided for in Section 27.34, Florida Statutes.

SECTION TWO: COUNTY RESPONSIBILITIES

The County agrees to pay 100% of the actual costs of the salary and required fringe benefits for all County-funded positions as determined by the State Attorney. The maximum annual salary including fringe benefits budgeted for these positions shall not exceed THREE HUNDRED FIFTY TWO THOUSAND, SIX HUNDRED THIRTY EIGHT and 00/100 DOLLARS (\$352,638.00).

SECTION THREE: SERVICE CHARGE

These funds will not be subjected to the seven percent (7%) service charge under Florida Statutes, Section 215.22.

SECTION FOUR: HOLD HARMLESS

To the extent as provided for by Florida law, the State Attorney agrees to hold the County harmless from any suits at law or administrative actions with respect to any employment issues arising out of said employees' employment with the State Attorney's Office.

SECTION FIVE: AUDIT PROVISIONS

- A. All records and contracts required by this Agreement shall be available for audit, inspection or copying during normal business hours and as often as the County through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure by Florida Statute(s). Such records and contracts shall be stored in the State Attorney Facility. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by

any local, state or federal agency.

- B. The State Attorney shall maintain on site, during the course of the work, and retain, not less than three years after completion thereof, complete and accurate records and supporting documentation applicable to all of the services, work, information, expense, cost, invoices and materials provided and performed by the State Attorney that are chargeable to the County in this Agreement.

SECTION SIX: **EFFECTIVE DATE/TERM**

- A. The positions provided for in Section One A. (1. - 4.) shall commence employment with the State Attorney on October 1, 2006, and shall serve through September 30, 2007. These positions will be recurring as long as funding is available.
- B. Any changes, modifications, revisions or amendments to this Agreement shall be made by mutual agreement between the Parties at the time of renewal of this Agreement. No increase in County funding for the subject Assistant State Attorneys listed herein shall be approved without the prior written authorization of the Lee County Board of County Commissioners.

SECTION SEVEN: **BUDGET**

All funds must be used for the personnel as described in this Agreement. All unused portions of these funds shall be returned to the County Budget Services within thirty (30) days after the end of the fiscal year, with an accounting summary to reflect how and to what extent funds were used.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures and seals

this _____ day of _____, 2006.

**ATTEST: CHARLIE GREEN
CLERK OF COURTS**

BY: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**


BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

STATE ATTORNEY'S OFFICE

BY:  _____

 Stephen B. Russell
State Attorney, 20th Judicial Circuit

**AGREEMENT WITH THE STATE ATTORNEY,
TWENTIETH JUDICIAL CIRCUIT FOR
PROSECUTION OF LEE COUNTY ORDINANCES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter "County", and the **STATE ATTORNEY** for the 20th Judicial Circuit, a duly elected Constitutional Officer of the State of Florida, hereinafter "State Attorney".

RECITALS:

WHEREAS, the County has entered into previous Agreements for an Assistant State Attorney for the prosecution of Lee County Ordinances; and,

WHEREAS, the County additionally desires to provide funds for the new Criminal Justice Information System (CJIS) positions; and,

WHEREAS, the county also desires to provide funds for the State Attorney staff to participate in Court Administrations Expanded Criminal Case Management/Diversion Program; and,

WHEREAS, these newly created positions will be entered into pursuant to this separate Agreement.

NOW THEREFORE, WITNESSETH, that for and in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

SECTION ONE: STATE ATTORNEY RESPONSIBILITIES

- A. The State Attorney agrees to hire and supervise five (5) certain employees to be funded by the County for the period from October 1, 2006, through September 30, 2007, as follows:
1. Two (2) Criminal Justice Information System (CJIS) positions.
 2. Three (3) positions funded specifically and exclusively for assisting with Court Administrations Expanded Criminal Case Management/Diversion Program, as follows:
 - One (1) Assistant State Attorney; and
 - One (1) Case Coordinator; and
 - One (1) Score Sheet Processor.
- B. The State Attorney agrees to appoint said employees as Assistant State Attorneys for the 20th Judicial Circuit with full legal authority as provided by Florida Statutes for such positions.
- C. The State Attorney agrees to manage and supervise the staff enumerated in Section One pursuant to the State Attorney's Office personnel policies and procedures.
- D. The State Attorney agrees that said employees shall be considered County employees only for funding purposes as provided for in Section 27.34, Florida Statutes.

SECTION TWO: COUNTY RESPONSIBILITIES

The County agrees to pay 100% of the actual costs of the salary and required fringe benefits for all County-funded positions as determined by the State Attorney. The maximum annual salary including fringe benefits budgeted for these positions shall not exceed TWO HUNDRED SIXTY THOUSAND, TWENTY TWO and 00/100 DOLLARS (\$260,022.00).

SECTION THREE: SERVICE CHARGE

These funds will not be subjected to the seven percent (7%) service charge under Florida Statutes, Section 215.22.

SECTION FOUR: HOLD HARMLESS

To the extent as provided for by Florida law, the State Attorney agrees to hold the County harmless from any suits at law or administrative actions with respect to any employment issues arising out of said employees' employment with the State Attorney's Office.

SECTION FIVE: AUDIT PROVISIONS

- A. All records and contracts required by this Agreement shall be available for audit, inspection or copying during normal business hours and as often as the County through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure by Florida Statute(s). Such records and contracts shall be stored in the State Attorney Facility. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by

any local, state or federal agency.

- B. The State Attorney shall maintain on site, during the course of the work, and retain, not less than three years after completion thereof, complete and accurate records and supporting documentation applicable to all of the services, work, information, expense, cost, invoices and materials provided and performed by the State Attorney that are chargeable to the County in this Agreement.

SECTION SIX: **EFFECTIVE DATE/TERM**

- A. The positions provided for in Section One A. (1. and 2.) shall commence employment with the State Attorney on October 1, 2006, and shall serve through September 30, 2007. These positions will be recurring as long as funding is available.
- B. Any changes, modifications, revisions or amendments to this Agreement shall be made by mutual agreement between the Parties at the time of renewal of this Agreement. No increase in County funding for the subject Assistant State Attorneys listed herein shall be approved without the prior written authorization of the Lee County Board of County Commissioners.

SECTION SEVEN: **BUDGET**

All funds must be used for the personnel as described in this Agreement. All unused portions of these funds shall be returned to the County Budget Services within thirty (30) days after the end of the fiscal year, with an accounting summary to reflect how and to what extent funds were used.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures and seals

this _____ day of _____, 2006.

**ATTEST: CHARLIE GREEN
CLERK OF COURTS**


BY: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

STATE ATTORNEY'S OFFICE
BY: 
✓ Stephen B. Russell
State Attorney, 20th Judicial Circuit