

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

Blue Sheet No. 20021329

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve annual renewal agreements between Lee County and the State Attorney; and Lee County and the Public Defender.

**WHY ACTION IS NECESSARY:** Section 27.54, Florida Statutes, provides that the funding be by contract.

**WHAT ACTION ACCOMPLISHES:** Provides funding for enforcement of county ordinances by the State Attorney and indigent representation by the Public Defender.

<b>2. DEPARTMENTAL CATEGORY:</b> COMMISSION DISTRICT # <u>C12A</u>	<b>3. MEETING DATE:</b> <u>12-03-2002</u>
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<b>4. AGENDA:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify)	<b>6. REQUESTOR OF INFORMATION:</b>
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE 27.54	<b>A. COMMISSIONER</b>
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE	<b>B. DEPARTMENT</b> County Attorney
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE	<b>C. DIVISION</b>
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	<b>BY:</b> David M. Owen
<input type="checkbox"/> WALK ON		Chief Assistant County Attorney
<b>TIME REQUIRED:</b>		

**7. BACKGROUND:** The Board of County Commissioners entered into an agreement with the State Attorney dated June 7, 1978 providing for an Assistant State Attorney and clerical support position for the purpose of prosecuting violations of county ordinances. These positions have been funded by Lee County since the date of said agreement.

In October, 1989 the Board of County Commissioners entered into an agreement with the Public Defender providing for an Assistant Public Defender and clerical support position for the purpose of defending violators of county ordinances. These positions have been funded by Lee County since the date of said agreement. During Fiscal Year 1993-1994 Budget Hearings, the Board approved funding three additional positions: one Assistant Public Defender, one Investigator, and one Secretary I. The additional positions have been funded since that date. During Fiscal Year 2002-2003 Budget Hearings, the Board approved funding for two additional Assistant Public Defender positions.

Funding for the State Attorney and Public Defender positions set forth above is provided for in the Fiscal Year 2002-2003 budget.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	11/14/02	OA 11/15/02	OM 11/21/02	RISK 11/21/02	GC 11/21/02	11-21-02

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.  
FORWARDED  
TO CO. ADMIN.  
11-14-02

RECEIVED BY  
COUNTY ADMIN. RK  
11-14-02  
3:05  
COUNTY ADMIN.  
FORWARDED TO:  
11/21/02

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between Lee County, a political subdivision of the State of Florida, hereinafter "County," and the State Attorney for the 20<sup>th</sup> Judicial Circuit, a duly elected Constitutional Officer of the State of Florida, hereinafter "State Attorney."

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

1. The State Attorney agrees to hire and supervise an employee to be funded by the County as an Assistant State Attorney for the sole purpose of prosecuting violations of county ordinances and laws relating to Lee County, Florida.
2. The State Attorney further agrees to hire and supervise an employee to be funded by the County as Secretary I to the Assistant State Attorney position for the period from October 1, 2002 through September 30, 2003.
3. The State Attorney agrees to provide all necessary office facilities and equipment required by said Assistant State Attorney.
4. The State Attorney agrees to designate said employee as an Assistant State Attorney for the 20<sup>th</sup> Judicial Circuit with full authority as provided by Florida Statutes for such position.
5. The County agrees to pay 100% of the actual costs of the salary and required fringe benefits of the Assistant State Attorney as determined by the State Attorney and provide a legal secretary or provide a CETA position for the State Attorney's Office to serve as his legal secretary.
6. The maximum annual salary including fringe benefits budgeted for these positions shall not exceed \$85,302.00.
7. Any changes, modifications, revisions or amendments to this Agreement shall be made annually at the time of renewal of this Agreement. No increase in salary for the Assistant State Attorney responsible for prosecuting violation of county ordinances shall be approved without the prior written authorization of the County.
8. The State Attorney agrees to manage and supervise said employees pursuant to the State Attorney's Office personnel policies and procedures.
9. The State Attorney agrees that said employees shall be considered County employees only for funding purposes as provided for in Section 27.54, Florida Statutes.

10. 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 employee's employment with the State Attorney's Office.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chairman

STATE ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Joseph P. D'Alessandro  
State Attorney

APPROVED AS TO FORM:

LEE COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
County Attorney

# AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between Lee County, a political subdivision of the State of Florida, hereinafter "County," and the Public Defender for the 20<sup>th</sup> Judicial Circuit, a duly elected Constitutional Officer of the State of Florida, hereinafter "Public Defender."

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

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

1. The Public Defender agrees to hire and supervise a total of seven (7) certain employees to be funded by the County for the period from October 1, 2002 through September 30, 2003 as follows:

One (1) Assistant Public Defender for the purpose of defending violations of county ordinances and laws relating to Lee County, Florida, pursuant to §27.54(2)(a), Florida Statutes.

Three (3) Assistant Public Defenders for the purpose of providing legal representation/defense for indigent clients assigned to the agency by the courts pursuant to §27.54(2)(b), Florida Statutes.

One (1) Investigator for the purpose of conducting field investigations and preparing reports in a form usable by the above-funded Assistant Public Defenders providing legal representation/defense for indigent clients assigned to the agency by the court pursuant to §27.54(2)(b), Florida Statutes.

Two (2) Secretary I positions to provide clerical support for the four (4) Assistant Public Defender positions.

2. The Public Defender agrees to provide all necessary office facilities and equipment required by said Assistant Public Defenders, Investigator I, and Secretary I positions.

3. The Public Defender agrees to designate said Public Defender employees as Assistant Public Defenders for the 20<sup>th</sup> Judicial Circuit with full authority provided by Florida Statutes for such position.

4. The County agrees to pay 100% of the actual costs of the salary and required fringe benefits of the Assistant Public Defenders, Investigator I, and Secretary I 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 \$293,084.00.

5. The Assistant Public Defenders, Investigator I, and Secretary I positions provided for hereunder shall commence employment with the Public Defender on October 1, 2002 and shall serve through September 30, 2003.

6. Any changes, modifications, revisions or amendments to this Agreement shall be made annually 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 County.

7. 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:

a. 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 according to the best interests of the defendant.

b. Arguing the sufficiency of the articulated probable cause to detain the defendant.

c. Where supported with the proper foundation, advisement to the court that the defendant should have his bond reduced, released on his own 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.

d. Advising persons facing extradition to another state of the consequences of contesting the extradition order.

e. Other duties when appointed by the court to assist in reducing the Lee County Jail/Stockade population.

8. The Public Defender agrees to manage and supervise said employees pursuant to the personnel policies and procedures of the Public Defender's Office.

9. The Public Defender agrees that said employees shall be considered County employees only for funding purposes as provided for in §27.54, Florida Statutes.

10. 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.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chairman

PUBLIC DEFENDER'S OFFICE

By: \_\_\_\_\_  
Robert R. Jacobs, Public Defender

APPROVED AS TO FORM:

LEE COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
County Attorney