

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

Blue Sheet No. 20051801

**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.

**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 both Agreements.

<b>4. Departmental Category:</b> /2		<b>C12 B</b>	<b>5. Meeting Date:</b> 1-10-2006
<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	Ch.27, Fla. Stat.	<b>Commissioner</b>
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance		<b>Department</b> County Attorney
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code		<b>Division</b> General Services
<input type="checkbox"/> Public	<input type="checkbox"/> Other		<b>By:</b> Andrea R. Fraser
<input type="checkbox"/> Walk-On			Chief Assistant County Attorney

**9. Background:**

The Board of County Commissioners has previously entered into agreements with the State Attorney providing for an Assistant State Attorney for the purpose of prosecuting violations of county ordinances. The position has 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 an Assistant Public Defender for the purpose of defending violators of county ordinances. This position has been funded annually by Lee County since 1980. During Fiscal Year 1993-1994 Budget Hearings, the Board approved funding additional positions: one Assistant Public Defender, one Investigator, and one Secretary I. Those additional positions have been funded since that budget year.

As the result of the implementation legislation Article V for this past Legislative Session, certain revisions had been made for Fiscal Year 2004-2005 to the State Attorney's and the Public Defender's contracts pursuant to respective statutory adjustments.

**(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	Mgr.	
					12/20/05	12/20/05	12/20/05	12/20/05	

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

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COIN. ADMIN. **RIL**  
12-19-05  
2:24  
COIN. ADMIN.  
FORWARDED  
12/20/05  
3/11

9. **BACKGROUND:** (Continued)

The changes 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.

The total County commitment for the above positions is \$335,841.00.

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.

The total County commitment for the above positions is \$175,000.00.

Funding for the State Attorney and Public Defender positions set forth above is provided for in the Fiscal Year 2005-06 budget.

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

(3) Original, executed Agreements with the State Attorney, Twentieth Judicial Circuit for Prosecution of Lee County Ordinances

**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 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 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, 2005 through September 30, 2006, 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 provide all other necessary personnel, office facilities and equipment required to fully support said Assistant State Attorneys.
- C. The State Attorney agrees to appoint said employees as Assistant State Attorneys for the 20<sup>th</sup> Judicial Circuit with full legal authority as provided by Florida Statutes for such positions.
- D. The State Attorney agrees to manage and supervise said attorneys pursuant to the State Attorney's Office personnel policies and procedures.
- E. 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 of the Assistant State Attorneys, IT positions, and Support Staff for file room clerk as determined by the State Attorney. The maximum annual salary including fringe benefits budgeted for these positions shall not exceed \$335,841.00.

**SECTION THREE:                    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 FOUR:            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 FIVE:            EFFECTIVE DATE/TERM**

- A. The Assistant State Attorney's, IT positions, and support staff position for the file room clerk provided for in Section One A. (1. - 4.) shall commence employment with the State Attorney on October 1, 2005, and shall serve through September 30, 2006. 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 SIX:**                    **BUDGET**

All funds must be used for the personnel as described in this Agreement. All unused portion of these funds shall be returned to the County Budget Services within thirty (30) days after the end of the fiscal year.

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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

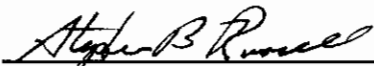
**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Tammara Hall, Chairwoman

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Office of the County Attorney

**STATE ATTORNEY'S OFFICE**

BY:   
Stephen B. Russell  
State Attorney, 20<sup>th</sup> Judicial Circuit

**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 20<sup>th</sup> 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.

**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 four (4) certain employees to be funded by the County for the period from October 1, 2005 through September 30, 2006 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.
- B. The Public Defender agrees to provide all other necessary personnel, office facilities and equipment required by the said Assistant Public Defenders and the Secretary I.
- C. 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 as provided by Florida Statutes for such positions.

- D. The Public Defender agrees to manage and supervise said employees pursuant to the personnel policies and procedures of the Public Defender's Office.
- E. 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 of the Assistant Public Defenders 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 \$175,000.00.

**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 portion of these funds shall be returned to the County Budget Services within thirty (30) days after the end of the fiscal year.

**SECTION SEVEN:**                **EFFECTIVE DATE/TERM**

- A. The Assistant Public Defender and Secretary I positions provided for in Section One A. (1. - 4.) shall commence employment with the Public Defender on October 1, 2005 and shall serve through September 30, 2006.
- 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.

**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, 20<sup>th</sup> Judicial Circuit