

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> 1/15/2008	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

**Department:**

**Submitted By:** PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

**Submitted For:** PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

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**EXECUTIVE BRIEF**

**MOTION AND TITLE:** Staff recommends motion to approve: (a) an agreement in the amount of \$46,000 with the Palm Beach County Sheriff's Office (PBSO) for contractual services for a Clerical Specialist for the Westgate Community Justice Service Center (CJSC) for the period November 20, 2007 to September 30, 2008, (b) a budget transfer of \$46,000 in the Crime Prevention Fund (1500) to establish budget to reimburse funds to the PBSO for the CJSC agreement, and (c) a budget amendment of \$46,000 in the Sheriff's Grant Fund to recognize the transfer from the Crime Prevention Fund.

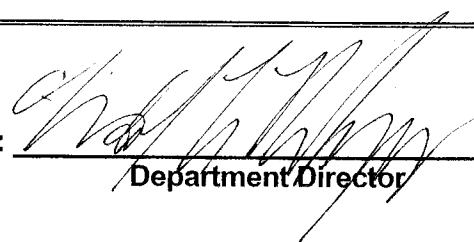
**SUMMARY:** The Community Justice Service Center (CJSC) program addresses non-violent misdemeanor offenses and ordinance violations that erode the quality of life of a community. Residents are offered on-site social services and the licensed therapist assesses offenders with high risk behaviors. PBSO provides two staff positions (Social Worker and Community Services Coordinator), and will be reimbursed through this agreement for a third position of Clerical Specialist. The Clerical Specialist, as an integral part of the Center's operation, will serve as receptionist and assist the residents requesting services, as well as assisting with the Community Court. The County will continue to provide the building and utilities. PBSO will continue to provide, security services and three positions. The CJC will continue to provide the County Coordinator of the CJSC Program. One PBSO allocation is created with this action. There is no grant match required, and no additional County funds are required. Countywide (DW)

**BACKGROUND & JUSTIFICATION:** Westgate CJSC was established in 2006 to provide a Community Court and services to residents in the Westgate neighborhood. Services include counseling, referrals for treatment programs, helping to solve community's misdemeanor crime problems, providing community service projects as court sanctions and offering on-site social services. The Criminal Justice Commission approved the expenditure for this position from the Crime Prevention Trust Fund.

**ATTACHMENTS:**

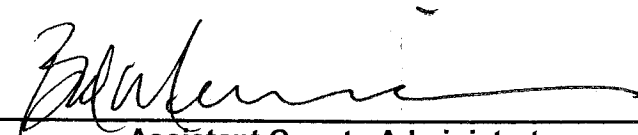
1. 3 Copies of Agreement with PBSO
2. Budget Transfer (Fund 1500)
3. Budget Amendment (Fund 1152)

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**Recommended By:**  \_\_\_\_\_ **DATE** 1-2-07

Department Director (final 1)

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**Approved By:**  \_\_\_\_\_ **DATE**

Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

FISCAL YEAR	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>46,000</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
IN-KIND MATCH (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>46,000</u>	_____	_____	_____	_____
<b># OF ADDITIONAL FTE POSITIONS</b>	<u>1</u>	_____	_____	_____	_____

IS ITEM IN CURRENT BUDGET?                      YES                         NO   X  

BUDGET ACCOUNT NO.:                      FUND 1500    DEPT 820    UNIT 7607

**B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:**

The program is funded by Crime Prevention Fund.

**C. DEPARTMENTAL FISCAL REVIEW:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*[Handwritten signature]* 1-7-08  
 OFMB  
*[Handwritten notes: PM 1-2-08, OTW 1-7-08]*

*[Handwritten signature]* 1/8/08  
 Contract Administration  
 158/07

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

*The effective date is retroactive.*

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Departmental Review:**  
*[Large handwritten signature]*

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

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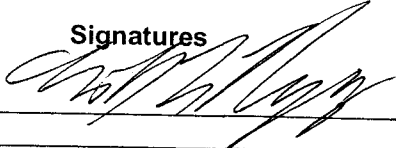
FUND 1500 - Crime Prevention Fund

BGEX 767-102607\*1584

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/26/07	REMAINING BALANCE
<b>EXPENDITURES</b>								
820-7607-9020	Transfer to Sheriff's Grants Fund 1152	0	0	46,000		46,000	0	46,000
820-9901-9902	Operating Reserves	601,946	601,946		46,000	555,946		
	<b>TOTAL EXPENDITURES</b>			<u>46,000</u>	<u>46,000</u>			

Criminal Justice Commission  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures  Date 12-20-07

\_\_\_\_\_  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of 1/15/08  
\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

08-

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

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**FUND 1152 - Sheriff's Grants Fund**

BGEX 767-112807\*1828  
BGRV 767-112807\*316

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/26/07	REMAINING BALANCE
<b>REVENUES</b>								
160-2115-8094	Community Justice Service Center - Westgate Transfer from Crime Prevention Fund 1500	0	0	46,000		46,000		
	<b>TOTAL REVENUES</b>	<b>0</b>	<b>2,294,029</b>	<b>46,000</b>	<b>0</b>	<b>\$2,340,029</b>		
<b>EXPENDITURES</b>								
160-2115-8094	Community Justice Service Center - Westgate Transfer to Sheriff's Fund 1902	0	0	46,000		46,000		
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>2,294,029</b>	<b>46,000</b>	<b>0</b>	<b>\$2,340,029</b>		

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners  
At Meeting of 1/15/08

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the

Board of County Commissioners

**AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS, PALM BEACH COUNTY,  
FLORIDA AND PALM BEACH COUNTY SHERIFF'S OFFICE,  
WEST PALM BEACH, FLORIDA**

**THIS AGREEMENT** is entered into this twentieth day of November, 2007 by and between the Board of County Commissioners, Palm Beach County, Florida (herein referred to as the COUNTY) and the Palm Beach County Sheriff's Office, West Palm Beach, Florida (herein referred to as the PBSO).

**WITNESSETH**

**WHEREAS**, PBSO will provide an employee as the Clerical Specialist for the Westgate Community Justice Service Center (CJSC), currently administered by Criminal Justice Commission (CJC); and

**WHEREAS**, the Coordinator of the Westgate CJSC, employed by CJC, currently provides and shall continue to provide county-wide coordination, and treatment resources; and

**WHEREAS**, the COUNTY has the Crime Prevention Trust Fund to reimburse PBSO for the contractual expense of this position; and

**WHEREAS**, CJC created Community Justice Service Center (CJSC), previously known as Community Court, to address non-violent misdemeanor offenses and ordinance violations that erode the quality of life of a community. The offenders complete community service or substance abuse treatment. CJSC offers residents on-site social services and the licensed therapist assesses offenders with high risk behaviors; and

**WHEREAS**, the grant will be used to pay for the salary and benefit expenses for this position for Westgate CJSC. The Community Services Coordinator and the Unit Manager/Social Worker position are provided by the PBSO. The County will provide the building and fund the utilities for the program, pursuant to the Use Agreement. The parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the PBSO agree as follows:

**SECTION 1. PURPOSE**

1. The PBSO agrees to provide one Clerical Specialist position and will be reimbursed by the COUNTY for the total amount, not to exceed Forty-six Thousand (\$46,000), for contractual services for Westgate CJSC Program. This is

a reimbursable grant and funds will be provided once claims are submitted and approved. .

2. This Agreement shall be effective as of November 20, 2007 and shall terminate the thirtieth day of September, 2008, unless otherwise terminated or extended as herein provided.
3. The PBSO shall employ the personnel position. The PBSO will complete monthly or quarterly claims to provide documentation for expenses and these claims will be submitted to the COUNTY. Claims will be reviewed by COUNTY's CJC Executive Director, indicating that the expenditure has been made in conformity with this Agreement.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- A. Both the COUNTY and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.
- B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

## **SECTION 3. LIABILITY**

- A. The COUNTY, as political subdivision of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortuous acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, shall be fully responsible for its own negligent acts or omissions or tortuous acts which result in claims or suits against the COUNTY and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**SECTION 4. TERMINATION**

This Agreement may be terminated without cause by either party to this Agreement upon thirty (30) days written notice to the other party.

**SECTION 5. NOTICE AND CONTACT**

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401  
Attention: Michael L. Rodriguez

with a copy to: County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Attention: Dawn Wynn

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406  
Attention: Ric Bradshaw

**SECTION 6. VENUE**

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

**SECTION 7. ATTORNEY'S FEES**

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, however, this clause pertains only to the parties to this Agreement.

**SECTION 8. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and PBSO.

**SECTION 9. EQUAL OPPORTUNITY PROVISION**

The COUNTY and the PBSO agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

**SECTION 10. CRIMINAL HISTORY RECORDS CHECK**

The COUNTY and the PBSO agree to comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. All employees who enter a "critical facility" will be subject to a fingerprint based criminal records check. Although the COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history checks, the COUNTY and the PBSO agree to be responsible for the financial, schedule and staffing implications in complying with Ordinance 2003-030.

**SECTION 11. REGULATIONS; LICENSING REQUIREMENTS**

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**SECTION 12. INVALIDITY OF CLAUSES**

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

**SECTION 13. ENTIRETY OF AGREEMENT**

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.



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 PBSO has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

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

By: \_\_\_\_\_  
Addie L. Greene  
Chairperson

WITNESSES:

PALM BEACH COUNTY  
SHERIFF'S OFFICE:

Donna J. Machuca  
Signature

By: \_\_\_\_\_  
Ric Bradshaw  
Sheriff

Donna J. Machuca  
Name (type or print)

Annette Marin  
Signature

Annette Marin  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: \_\_\_\_\_  
Michael L. Rodriguez  
Executive Director