

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>5,000</u>	_____	_____	_____	_____
External Revenues	<u>(5,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>0</u>	 <u>_____</u>	 <u>_____</u>	 <u>_____</u>	 <u>_____</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 0	 _____	 _____	 _____	 _____
Is Item Included In Current Budget?	Yes <u>X</u>		No _____		
Budget Account No.: Exp	Fund <u>0001</u>	Agency <u>660</u>	Org. <u>5226</u>	Object <u>Var</u>	
Rev	Fund <u>0001</u>	Agency <u>660</u>	Org. <u>5226</u>	Source <u>4900</u>	

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The revenues from these contracts offset the operating costs of Court Psychology.

Departmental Fiscal Review: *Eugene Julian*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Arnold White 6-30-08
OFMB 6/30/08 CN 6/30/08

Jan. J. J... 6/30/08
Contract Administration 6/30/08

B. Legal Sufficiency:

[Signature] 6/17/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

AGREEMENT FOR SOCIAL (CUSTODY) EVALUATIONS/HOME STUDIES

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Unified Family Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform Social (Custody) Evaluations/Home Studies in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

1. SCOPE OF SERVICES:

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court System, Social (Custody) Evaluations/Home Studies (Evaluation/Home Study) in accordance with Administrative Order 5.030-6/04 (as amended) attached hereto and incorporated herein as Exhibit "B". The Department of Public Safety/Court Psychology Office may bill the Administrative Office of the Court for those parties who are deemed indigent by the Clerk and Comptroller; otherwise the parties are obligated to pay Palm Beach County through the Department of Public Safety/Court Psychology Office for the service provided.

2. QUALIFICATIONS:

Each Expert appointed by the Court shall have completed approved training to conduct Social Evaluations/Home Studies.

3. INDEPENDENT CONTRACTOR:

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

4. TIME OF SERVICE:

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge or Court Administration.

5. NON-ASSIGNABILITY/SUBCONTRACTORS:

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

6. RECORD RETENTION/AUDIT:

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

7. AVAILABILITY OF FUNDS:

The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

8. COMPENSATION:

The County agrees to accept and shall be compensated a fee of One Thousand Dollars and 00/100 (\$1,000.00) for each "limited" Evaluation/Home Study and a fee of Two Thousand Dollars and 00/100 (\$2,000.00) for each "comprehensive" Evaluation/Home Study conducted pursuant to this Agreement. Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Department of Public Safety/Court Psychology Office, is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County employees requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

9. TERMS AND CONDITIONS:

For the duration of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf.

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

10. NOTICE:

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

11. CANCELLATION AGREEMENT:

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

12. ENTIRETY OF AGREEMENT:

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

13. TERM OF AGREEMENT:

This Agreement shall be effective on July 1, 2007, and shall terminate on June 30, 2008.

14. SEVERABILITY:

The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. OPTION FOR RENEWAL:

This contract may be renewed upon mutual agreement of the parties for additional 12-month periods after the initial contract period.

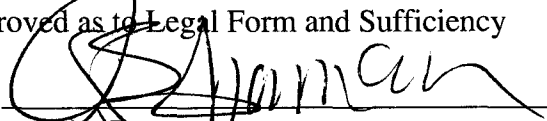
**THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA**



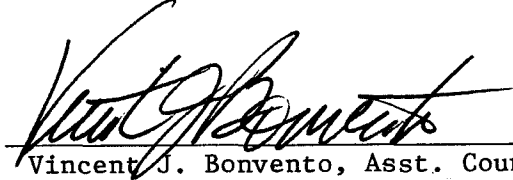
Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
(561) 355-2431

Date: 5/19/08

Approved as to Legal Form and Sufficiency

BY: 
Amy Borman

Title: General Counsel
Telephone: (561) 355-1927



Vincent J. Bonvento, Asst. County Admin.
Palm Beach County Public Safety Dept.
20 S. Military Trail.
West Palm Beach, FL 33415
Employer ID Number - 59:6000785

Date: 6/9/08

Approved as to Legal Form and Sufficiency

BY: 

Title: Assistant County Attorney