

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

Meeting Date: 10/07/2008 Consent Regular
 Ordinance Public Hearing

Department:

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

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve:

- A) The Tenth Amendment to the agreement (R99-2416D, dated 12/21/1999) with the Office of the State Attorney for the Community Based Anti-Crime Task Force (COMBAT) Unit to extend the agreement through September 30, 2009 and provide FY2009 funding of \$240,000 (\$180,000 from Edward Byrne Memorial Justice Assistance Grant (JAG) funds and \$60,000 from the 07/11 JAG Local Law Enforcement Block Grant) and
- B) The Seventh Amendment to the agreement (R2001-2131, dated 12/04/2001) with the Public Defender's Office for the Ex-Offender ReEntry Program to extend the agreement through September 30, 2009 and provide FY2009 funding of \$95,500 (\$8,670 from Criminal Justice Reserve Funds, \$34,140 from 07/11 JAG funds, and \$52,690 from the Crime Prevention Fund).

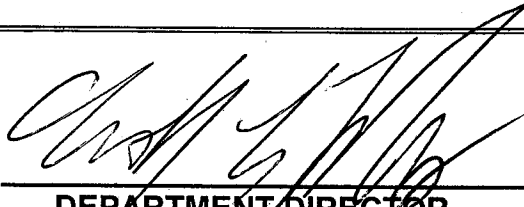
SUMMARY: An amendment to the agreement with the State Attorney's Office is required for legal services in order to continue to assign four prosecutors to the COMBAT Unit serving three County Weed and Seed areas and for the Youth Violence Prevention and Gang Initiative. An amendment to the agreement with the Public Defender's Office is required to allow for continued contractual services for two positions in the Ex-Offender Re-Entry Program. Countywide (DW)


BACKGROUND AND JUSTIFICATION: The COMBAT Unit is a program to fund four prosecutors to handle crime cases in targeted gang areas, youth violence prevention zones as well as Weed and Seed areas. The ultimate goal of the program is to assist local citizens in taking control of their neighborhoods and restore safety and security. There will be a strategy and coordinated effort to address gang and violent crime in the community, prosecute criminal cases, revitalize neighborhoods and empower citizens in a particular neighborhood.

The Ex-Offender Re-Entry Program is a comprehensive program to provide services to county jail inmates in an effort to provide successful re-entry back into the community. The goal of the program is to reduce recidivism, reduce jail population, provide stable family relationships and reduce crime. Re-Entry counselors help by offering services and by keeping in contact with clients to ensure that they complete the stated goals of the program.

ATTACHMENTS:

- 1. 2 Originals of Tenth Amendment to the Agreement with the State Attorney's Office
- 2. 2 Originals of Seventh Amendment to the Agreement with the Public Defender's Office

RECOMMENDED BY:  9-17-08
 DEPARTMENT DIRECTOR DATE

APPROVED BY:  10/2/08
 ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2009	2010	2011	2012	2013
Operating Expenditures	<u>335,500</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>335,500</u></u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item In Current Budget? Yes X No

Budget Account No: Fund 1323 Department 520 Unit 7674 Object 3401

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

Funding is included in the current FY2009 budget:

- Crime Prevention Fund - (1500-820-7607-9062) - \$52,690
- LLEBG Grant Fund - Combat - (1502-762-7681-8101) - \$60,000
- LLEBG Grant Fund - Re-Entry - (1502-762-7682-9062) - \$34,140
- Criminal Justice Reserve Fund - (1507-820-7607-9062) - \$8,670
- General Fund (Byrne Grant) - (0001-762-7670-8101) - \$180,000

No match is required for the JAG grant funds.

C. Departmental Fiscal Review: ms 9/17/08

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

atwillhite 9-19-08
 OFMB 9/19/08 pmg en 9/16/08

Ann J. Jacoby 9/22/08
 Contract Development & Control

B. Legal Sufficiency:
[Signature] 10/1/08
 Assistant County Attorney

9/22/08 these Amendments comply with our review requirements.

C. Other Departmental Review:

SEVENTH AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SEVENTH AMENDMENT, dated this 7th day of October 2008, to the Agreement (R2001-2131) of December 4, 2001, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Office of the Public Defender, Fifteenth Judicial Circuit, a Florida Constitutional Officer, hereinafter referred to as OFFICE.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement of December 4, 2001 under which the OFFICE agrees to operate the Ex-Offender Re-Entry Program, as more specifically set forth in the Scope of Work as detailed in "Exhibit A" of said Agreement; and

WHEREAS, the COUNTY agrees to reimburse the OFFICE from Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds, Crime Prevention Funds and Criminal Justice Reserve Funds for contracted personnel, and some operating expenses; and

WHEREAS, the term of said Agreement as amended is from January 1, 2002 through September 30, 2008; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional year, until September 30, 2009.

NOW, THEREFORE, in consideration of the mutual covenants and agreement expressed herein, the COUNTY and OFFICE agree as follows:

1. The term of Agreement is amended to provide that the Agreement shall continue until September 30, 2009.
2. Subject the receipt of the applicable Federal funding, the total amount to be paid by the COUNTY for all services for the period October 1, 2008 through September 30, 2009 under this Seventh Amendment shall not exceed Ninety-Five Thousand Five Hundred Dollars (\$95,500) from the COUNTY'S 07/11JAG funds (\$34,140), Crime Prevention funds (\$52,690) and Criminal Justice Reserve (\$8,670) funds.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended. All the terms and conditions of the Agreement of December 4, 2001, as amended, and are hereby confirmed and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51., this Sixth Amendment shall not take effect until executed by the OFFICE and COUNTY.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and OFFICE 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:

OFFICE OF THE PUBLIC DEFENDER
FIFTEENTH JUDICIAL CIRCUIT:

Signature

By: _____
Carey Haughwout
Public Defender

Name (type or print)

Signature

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

TENTH AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS TENTH AMENDMENT, dated this 7th day of October 2008, to the Agreement (R1999-2416D) of December 21, 1999, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Office of the State Attorney, Fifteenth Judicial Circuit, a Florida Constitutional Officer, hereinafter referred to as OFFICE.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement of December 21, 1999 under which the OFFICE agrees to provide the services of two Assistant State Attorneys under the COMBAT Unit, as more specifically set forth in the Scope of Work as detailed in "Exhibit A" of said Agreement; and

WHEREAS, the said Agreement was amended on August 21, 2008 (R2008-1370) to the include the services of two additional Assistant State Attorneys for the Youth Violence Prevention Initiative and the Gang Initiative a detailed in "Exhibit D" of said amendment; and

WHEREAS, the term of said Agreement as amended is from October 1, 1999 through September 30, 2008; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional year, until September 30, 2009; and

WHEREAS, the COUNTY has agreed to reimburse the OFFICE from Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreement expressed herein, the COUNTY and OFFICE agree as follows:

1. The Term of Agreement is amended to provide that the Agreement shall continue until September 30, 2009;
2. Subject to the receipt of applicable Federal funding, the total amount to be paid by the COUNTY for the period October 1, 2008 through September 30, 2009 under this Tenth Amendment for all services set forth in the Agreement shall not exceed Two Hundred Forty Thousand Dollars (\$240,000) from FY2009 Byrne Memorial Justice Grant funds (\$180,000) and 07/11 JAG funds (\$60,000).

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended. All the terms and conditions of the Agreement of December 21, 1999 as amended, and are hereby confirmed and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51., this Ninth Amendment shall not take effect until executed by the OFFICE and COUNTY.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and OFFICE has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Addie L. Greene
Chairperson

OFFICE OF THE STATE ATTORNEY
FIFTEENTH JUDICIAL CIRCUIT:

By: _____
Barry E. Krischer
State Attorney

Witnesses:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director