

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

Meeting Date: 11/17/09 ☒ 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: the second amendment to the agreement for services with the Office of the Public Defender extending the agreement through September 30, 2010 for the Ex-Offender Re-entry Program not to exceed \$7,000.

SUMMARY: The funds will be used to extend the agreement (R2008-0444, dated 3/11/08) for the Ex-Offender Reentry Program administered by the Public Defender's Office to purchase Florida identification cards and necessary support documentation required by the Department of Highway Safety and Motor Vehicles for inmates about to be released from the county and state correctional facilities. The lack of identification creates a barrier to accessing other services upon release and increases the chances of an individual re-offending and returning to the criminal justice system. Countywide (DW)

BACKGROUND AND POLICY ISSUES: The Ex-Offender Reentry Program is a program under the Public Defender's Office. A needs assessment done in 2008 by the Palm Beach County Sheriff's Office showed that more than 1,200 inmates needed either new or replacement identification. We see this as an inexpensive solution to a problem that can be evaluated for effectiveness quickly.

The Crime Prevention Fund Ordinance No. 2001-030 was created in 2001 (amended December 18, 2001, R2001-099) pursuant to Section 775.083 (2) of Florida Statutes. The Crime Prevention Fund (CPF) was subsequently established and is the depository for court assessments imposed by law per Florida Statute and the Crime Prevention Fund Ordinance. The CJC administers these funds and revenues are required to be expended toward the purpose area of crime prevention initiatives. The project falls under this purpose area.

ATTACHMENTS:

1. Legal Services Agreement

RECOMMENDED BY:


 DEPARTMENT DIRECTOR

(Final 1)

DATE

11-5-09

APPROVED BY:


 ASSISTANT COUNTY ADMINISTRATOR

DATE

11/16/09

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2010	2011	2012	2013	2014
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>7,000</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>7,000</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES <u>X</u>		NO _____		
BUDGET ACCOUNT NO.:	FUND <u>1500</u>	AGENCY <u>767</u>	ORG. <u>7607</u>	OBJECT <u>8101</u>	

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

Crime Prevention Fund - \$7,000

C. DEPARTMENTAL FISCAL REVIEW: Inf 11/2/09

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

OFMB [Signature] 11/20/09
[Signature] 11/16/09
[Signature] 11/5/09 PM 11:509

[Signature] 11/10/09
 CONTRACT ADMINISTRATION
[Signature] 11/11/09

B. LEGAL SUFFICIENCY:

This amendment complies with our review requirements.

[Signature] 11/16/09
 ASSISTANT COUNTY ATTORNEY

C. OTHER DEPARTMENT REVIEW:

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT, dated this 17th day of November 2009, to the Agreement (R2008-0444) of March 11, 2008, 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 March 11, 2008 under which the OFFICE agreed to operate a pilot project in the Ex-Offender Re-Entry Program for Florida identification cards for newly released inmates from the county jail and state correctional facilities; and

WHEREAS, the COUNTY agreed to reimburse the OFFICE from the local Crime Prevention Fund for operating expenses and supplies; and

WHEREAS, the term of said Agreement is from January 1, 2009 through September 30, 2009; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional twelve months until September 30, 2010.

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, 2010.
2. The total amount to be paid by the COUNTY for all services for the period October 1, 2009 through September 30, 2010 under this Agreement shall not exceed Seven Thousand Dollars (\$7,000) from the COUNTY'S Crime Prevention Fund.
3. Both the COUNTY and the OFFICE agree to be governed by this Agreement, as well as applicable State laws, rules and regulations.
4. 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.

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

Attachment 1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment 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: _____
John F. Keons
Chairman

WITNESSES:

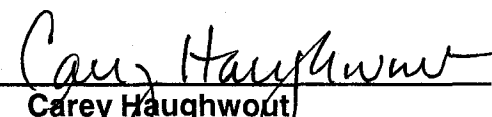
OFFICE OF THE PUBLIC DEFENDER
FIFTEENTH JUDICIAL CIRCUIT:


Signature

Scott B. McWebb
Name (type or print)


Signature

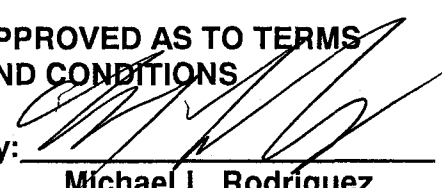
Tangerine M. Rice
Name (type or print)

By: 
Carey Haughwout
Public Defender

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Michael L. Rodriguez
Executive Director