

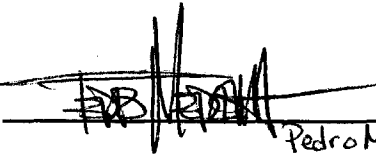
A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|--|----------------|----------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | (2,500) | (7,500) | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | <u>(2,500)</u> | <u>(7,500)</u> | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | - | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes _____ No X

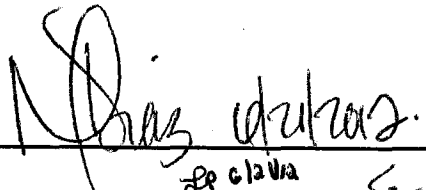
Budget Account Exp No: Fund Department Unit Object
 Rev No: Fund Department Unit Object

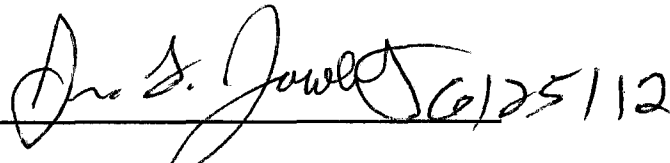
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: 
 Pedro Medina for Stephanie Sejnoha

III. REVIEW COMMENTS

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


 OFMB *de clara 6/19/12*


 Contract Administration
 6-25-12 B. Whick

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES WITH PALM BEACH COUNTY AND THE OFFICE OF THE PUBLIC DEFENDER

This Interlocal Agreement is made as of the _____ day of _____, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Office of the Public Defender, Fifteenth Judicial Circuit, a Florida Constitutional Officer, hereinafter referred to as the OFFICE.

In consideration of the mutual promises contained herein, the COUNTY and the OFFICE agree as follows:

ARTICLE 1 - SERVICES

The COUNTY'S responsibility under this Interlocal Agreement is to provide services by obtaining information for the Application for Criminal Indigent Status, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this Interlocal Agreement shall be Jenise Link, telephone no. (561) 688-4620.

The OFFICE'S representative/liaison during the performance of this Interlocal Agreement shall be Carey Haughwout, telephone no. (561) 355-7651.

ARTICLE 2 - SCHEDULE

The COUNTY shall commence services on July 1, 2012, and complete all services by June 30, 2013. The parties agree that the County will be entitled to payment for services rendered beginning on July 1, 2012, notwithstanding the date the contract is executed.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO COUNTY

- A. The total amount to be paid by the OFFICE under this Interlocal Agreement for all services and materials shall not exceed a total amount of Ten Thousand Dollars (\$10,000). The COUNTY will bill the OFFICE on a quarterly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- B. Invoices submitted by the COUNTY pursuant to this Interlocal Agreement will be paid by the OFFICE within thirty (30) days of the date of the Invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the COUNTY will clearly state "Final Invoice" on its final/last billing to the OFFICE. This shall constitute the COUNTY'S certification that all services have been properly performed and all charges and costs have been invoiced to the OFFICE.

ARTICLE 4 - TERMINATION

This Interlocal Agreement may be terminated by either party, in whole or in part, with or without cause, upon thirty (30) days prior written notice to the other party's representative. The COUNTY shall be paid for services rendered through the date of termination.

ARTICLE 5 - PERSONNEL

The COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Interlocal Agreement. Such personnel shall not be employees of or have any contractual relationship with the OFFICE. All of the services required hereinunder shall be performed by the COUNTY.

Each party to the Interlocal Agreement shall be liable for its own actions and negligence.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by S.768.28, Florida Statutes, the COUNTY acknowledges to be self insured under Florida sovereign immunity statutes with coverage limits for the amounts of statutory liability.

When requested, the COUNTY agrees to provide to the OFFICE a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which the OFFICE agrees to recognize as acceptable coverage for the above mentioned coverage's.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

The COUNTY and the OFFICE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Interlocal Agreement. Neither the COUNTY nor the OFFICE shall assign, subcontract, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the OFFICE.

ARTICLE 8 - REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 9 - EXCUSABLE DELAYS

The COUNTY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the COUNTY. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP

The COUNTY is, and shall be, in the performance of all work services and activities under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the OFFICE. All persons engaged in any of the work or services performed pursuant to this Interlocal Agreement shall at all times, and in all places, be subject to the COUNTY'S sole direction, supervision, and control. The COUNTY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the COUNTY'S relationship and the relationship of its employees to the OFFICE shall be that of an Independent Contractor and not as employees or agents of the OFFICE.

The COUNTY does not have the power or authority to bind the OFFICE in any promise, agreement or representation.

ARTICLE 11 - ACCESS AND AUDITS

The COUNTY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Interlocal Agreement. The OFFICE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COUNTY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 12 - NONDISCRIMINATION

The COUNTY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - MODIFICATIONS OF WORK

The OFFICE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the COUNTY of the OFFICE'S notification of a contemplated change, the COUNTY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the OFFICE of any estimated change in the completion date, and (3) advise the OFFICE if the contemplated change shall affect the COUNTY'S ability to meet the completion dates or schedules of this Interlocal Agreement.

If the OFFICE so instructs in writing, the COUNTY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the OFFICE'S decision to proceed with the change.

If the OFFICE elects to make the change, the OFFICE shall initiate an Interlocal Agreement Amendment and the COUNTY shall not commence work on any such change until such written amendment is signed by the OFFICE and approved and executed on behalf of Palm Beach County.

ARTICLE 15 - NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Ms. Nicole A. Bishop, Director
Palm Beach County Victim and Justice Services
205 North Dixie Highway
Suite 5.1100
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., Suite 601
West Palm Beach, FL33401

If sent to the OFFICE, notices shall be addressed to:

Honorable Carey Haughwout
Office of the Public Defender, Fifteenth Judicial Circuit
421 3rd Street
West Palm Beach, FL 33401

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the OFFICE agree that this Interlocal Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 14- Modifications of Work.

ARTICLE 17 - REGULATIONS; LICENSING REQUIREMENTS

The COUNTY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. COUNTY 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.

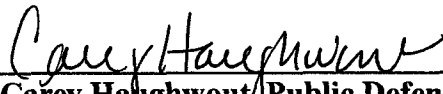
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and OFFICE has hereunto set its hand the day and year above written.

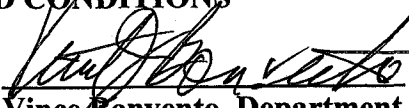
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

OFFICE:

Carey Haughwout, Public Defender
Office of the Public Defender,
Fifteenth Judicial Circuit

APPROVED AS TO TERMS
AND CONDITIONS
By: 
Vince Bonvento, Department Director
Department of Public Safety

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

SCOPE OF WORK

Scope of Work pertaining to the 2012 Interlocal Agreement for Professional Services between the Office of the Public Defender (OFFICE) and Palm Beach County (COUNTY), through its Department of Public Safety, Justice Services Division.

Effective date: July1, 2012

Objective

Florida Statutes require a person seeking to be declared indigent in a criminal or civil proceeding to apply to the clerk of court for determination of indigent status using an application form, entitled, "Application for Criminal Indigent Status." The County Pretrial Services unit of the Justice Services Division will complete the information gathering portion of the Application for Criminal Indigent Status for defendants that are interviewed during the pretrial stage before their first appearance hearing at the Main Detention Center and the West County Detention Center.

Services

The COUNTY will:

- Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of the Application For Criminal Indigent Status.
- Use the Application For Criminal Indigent Status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing.
- Submit each Application For Criminal Indigent Status to the Clerk's office for determination of indigency.

SCHEDULE OF PAYMENTS

Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Task(s) to be Completed: The County Pretrial Services unit of the Justice Services Division will complete the information gathering portion of the criminal indigent status application for defendants that are interviewed during the pretrial stage before their first appearance hearing at the Main Detention Center and West County Detention Center 7 days a week/ 365 days a year.

| Activities | Payment at end of quarter |
|--|---------------------------|
| <p>Quarter 1</p> <ol style="list-style-type: none"> 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing. 3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily. | <p>\$2,500.00</p> |
| <p>Quarter 2</p> <ol style="list-style-type: none"> 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing. 3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily. | <p>\$2,500.00</p> |

| | |
|--|-------------------|
| <p>Quarter 3</p> <ol style="list-style-type: none"> 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing. 3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily. | <p>\$2,500.00</p> |
| <p>Quarter 4</p> <ol style="list-style-type: none"> 1. Manage and supervise pretrial services staff that will perform the information gathering (via interviews) portion of criminal indigent status application. 2. On a daily basis, use the application for criminal indigent status developed by the Florida Clerks of Court Operations Corporation and approved by the Florida Supreme Court on 3/19/09 to collect information from each defendant that is interviewed prior to their first appearance hearing. 3. Submit each application for criminal indigent status to the Clerk's office for determination of indigency daily. | <p>\$2,500.00</p> |

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

BGEX - 662-0613120000000001621
 BGRV - 820- 0613120000000000548

FUND 0001 - General Fund

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

| ACCT.NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED As of 6/11/12 | REMAINING BALANCE |
|--|---|----------------------|----------------------|---------------|----------|----------------------|------------------------------------|----------------------|
| PreTrial Services and Supervised OR | | | | | | | | |
| Revenue | | | | | | | | |
| 0001-660-5214-4900 | Charges For Services-Other | 0 | 0 | 10,000 | 0 | 10,000 | | |
| | Total Revenue and Balance | 1,016,251,176 | 1,044,109,240 | 10,000 | 0 | 1,044,119,240 | | |
| Expense | | | | | | | | |
| 0001-820-9900-9922 | Reserve-Balances Forward | 61,000,000 | 88,170,050 | 10,000 | 0 | 88,180,050 | | |
| | Total Appropriation and Expenditures | 1,016,251,176 | 1,044,109,240 | 10,000 | 0 | 1,044,119,240 | 0 | 1,044,119,240 |

PUBLIC SAFETY ADMINISTRATION
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures Date
Stephanie S. Moore 6/15/12

By Board of County Commissioners
 At Meeting of 7/10/2012

 Deputy Clerk to the
 Board of County Commissioners