

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Article V – Contract Renewal with Office of the State Attorney

DEPARTMENT: Fiscal Services **DIVISION:** Administration

AUTHORIZED BY: Lisa H. Spriggs **CONTACT:** Lin Polk **EXT.** 7177

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|---|
| Agenda Date <u>6/14/05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |
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MOTION/RECOMMENDATION:

Request approval and execution of a renewal contract with the Office of the State Attorney to continue prosecuting ordinance violations that are punishable by incarceration and not ancillary to a state charge.

BACKGROUND:

As a result of the constitutional amendment to Article V, the Office of the State Attorney entered into a contract with Seminole County to be authorized to prosecute cases where the only criminal charge presented was a violation of a county ordinance.

The agreement with the County and the State Attorney expires on June 30, 2005.

The conditions of the renewed contract remain the same with the exception of the term of the agreement being effective July 1, 2005 until cancelled by either party upon thirty (30) days written notice.

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|--------------------------------|
| Reviewed by: |
| Co Atty: _____ |
| DFS: _____ |
| Other: _____ |
| DCM: <u>[Signature]</u> |
| CM: <u>[Signature]</u> |
| File No. <u>CFS11</u> |

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into the 19 day of May, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and THE OFFICE OF THE STATE ATTORNEY FOR THE EIGHTEENTH JUDICIAL CIRCUIT, whose address is 101 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "STATE ATTORNEY", shall set out the terms and conditions under which the STATE ATTORNEY will perform the services of a county prosecutor for the COUNTY.

WHEREAS, the STATE ATTORNEY prosecutes county ordinances under the authority of the State of Florida; and

WHEREAS, Section 27.34(1), Florida Statutes, has been amended effective July 1, 2004, to provide that a State Attorney prosecuting violations of county ordinances punishable by incarceration and not ancillary to a state charge shall contract with counties to recover the full cost of services rendered on an hourly basis; and

WHEREAS, the COUNTY desires to contract with the STATE ATTORNEY to prosecute the COUNTY'S ordinances that are punishable by incarceration and are not ancillary to a state charge;

NOW, THEREFORE, the COUNTY and STATE ATTORNEY agree as follow:

SECTION 1. TERM

This agreement shall take effect July 1, 2005, and continue in effect until cancelled by either party upon thirty (30) days written notice.

SECTION 2. SCOPE OF SERVICES

The STATE ATTORNEY agrees to act as the COUNTY prosecutor at the county court level for county ordinances that are punishable by incarceration and not ancillary to a state charge in the County Court of the Eighteenth Judicial Circuit Court for Seminole County, Florida. Under this agreement the State Attorney will not handle appeals unless agreed upon between the COUNTY and STATE ATTORNEY on a case by case basis. In serving as the County Prosecutor, the STATE ATTORNEY shall have the power to prosecute COUNTY ordinances as authorized by law. It is understood that the STATE ATTORNEY will continue to prosecute other county ordinances that are ancillary to a state charge under his regular duties as State Attorney.

SECTION 3. STATE ATTORNEY'S FEES

STATE ATTORNEY'S legal fees will be reimbursed by the COUNTY on an hourly basis for services rendered at a rate of Fifty Dollars (\$50.00) per hour. It is agreed that for county ordinance cases that are punishable by incarceration and not ancillary to a state charge, fees shall be billed by the STATE ATTORNEY to COUNTY on a quarterly basis as follows:

1. Cases that plea at initial appearance where the STATE ATTORNEY has not filed a criminal information – NO CHARGE.
2. Cases that are resolved by plea subsequent to the STATE ATTORNEY having filed a criminal information - \$100 (two hours).
3. Cases that are resolved by trial - \$400 (eight hours).
4. Appellate proceedings – subject to negotiation on a case by case basis.

SECTION 4. INDEPENDENT CONTRACTOR

In performance of this Agreement, the STATE ATTORNEY will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The STATE ATTORNEY shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the STATE ATTORNEY in the full performance of this Agreement, and shall have full authority to resolve all such cases as the STATE ATTORNEY deems appropriate.

SECTION 5. EXPENSES

The COUNTY shall be responsible for all filing fees and cost assessments provided for by statute. The STATE ATTORNEY shall seek reimbursement to the COUNTY to the extent allowed by law for such.

SECTION 6. ENTIRE AGREEMENT

This Agreement constitutes the entire AGREEMENT between the COUNTY and the STATE ATTORNEY. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective. Either party may terminate the agreement by providing 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth below.

ATTEST:

Gail Craig
Selena Russo

OFFICE OF THE STATE ATTORNEY
EIGHTEENTH JUDICIAL CIRCUIT

BY: Norman R. Wolfinger

NORMAN R. WOLFINGER
STATE ATTORNEY

Date: May 19, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____

CHAIRPERSON

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

Date: _____

For the use and reliance
Of Seminole County only.

As authorized for execution
By the Board of County Commissioners
At their regular meeting on the
_____ day of _____, 2005.

Approved as to form and
legal sufficiency.

COUNTY ATTORNEY

OFFICE OF THE STATE ATTORNEY

EIGHTEENTH JUDICIAL CIRCUIT OF FLORIDA
BREVARD AND SEMINOLE COUNTIES

NORMAN R. WOLFINGER
STATE ATTORNEY



May 19, 2005

Brevard Office
2725 Judge Fran Jamieson Way
Bldg. D
Viera, FL 32940
(321) 617-7510

Sanford Office
100 East First Street
Sanford, FL 32771
(407) 665-6000

Reply To: Viera

*5.26.05
Fiscal 5ves
to place item on their
agenda & call
Rehder to let her know!*

*CAO to
receive copy of order
signing*

2005 MAY 23 AM 10:44
FILED
COUNTY ATTORNEY'S OFFICE

Mr. Robert A. McMillan
County Attorney, Seminole County
1101 East First Street
Sanford, FL 32771

Re: Prosecution of Ordinance Violations

Dear Mr. McMillan:

As you know, as a result of the constitutional amendment to Article V, the Office of the State Attorney entered into a contract with the County in order to be authorized to prosecute cases where the only criminal charge was a violation of county ordinance. The contract that was entered into between this office and Seminole County will expire on June 30, 2005.

If the County wishes to renew its contract with this office to continue to provide this service, please review the enclosed contract, obtain the approval of the Board of County Commissioners and the signature of the chairperson and clerk, and return the original to my office in Viera at your earliest convenience. The terms and conditions of the contract remain the same with the exception that "Section 1. Term" has been changed to state that the contract will remain in effect until cancelled by either party upon thirty (30) days written notice.

Please contact my Executive Director Debbie Rehder by June 30, 2005, at (407) 665-6410, to advise if this renewal contract is acceptable, or if you have any questions. I look forward to your prompt consideration of this matter, and to continue to work with the County on the prosecution of these ordinance violations.

Sincerely,

NORMAN R. WOLFINGER

NRW/gc
c: Sheriff Don Eslinger