

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR PROVISION OF PRETRIAL SERVICES
C21-12-858**

This Interlocal Agreement is made this ___ day of _____, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida (“St. Lucie”) and the **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY**, (“Indian River”).

WHEREAS, Indian River has requested St. Lucie to provide pretrial services for pretrial defendants in Indian River County; and,

WHEREAS, St. Lucie has agreed to provide the services requested by Indian River in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

1. **SERVICES:** St. Lucie shall provide Pretrial Program services to the Indian River as set out in Exhibit “A” (“Services”).
2. **FACILITIES; ACCESS:** During the term of this Agreement, Indian River agrees to provide office space, internet access, and office access at the Indian River County Courthouse for St. Lucie Pretrial staff to provide the Services. Indian River also agrees to provide the necessary security clearance for St Lucie Pretrial staff to access the Indian River County Jail and Indian River County Courthouse.
3. **TERM; TERMINATION:** This Agreement shall be effective from the Effective Date, as defined in Paragraph 6, and continue through September 30, 2023. Either party may terminate the Agreement without cause upon no less than sixty (60) days written notice to the other party. In addition, St. Lucie may terminate this Agreement for nonpayment by Indian River with thirty (30) days prior written notice. In the event of termination, Indian River will consider retaining the qualified employees of the Program.
4. **BILLING; RATES; PAYMENT:**
 - A. **Cost of Services:** Beginning on October 1, 2022, and thereafter on January 1, 2023, April 1, 2023, and on July 1, 2023, Indian River shall pay St. Lucie \$76,159.50 per quarter for Pretrial Services.
 - B. **Pretrial Program Growth:** It is understood and agreed between the parties that the optimal pretrial officer/defendant ratio is 1 pretrial officer per 20 defendants. In the event the number of defendants enrolled in the Pretrial

Program exceeds 25 defendants per week for 6 consecutive weeks, the parties agree to increase the number of Pretrial Personnel assigned to the Indian River County Pretrial Program prior to the start of any renewal term.

5. **STATUS OF THE PARTIES:** The parties agree that St. Lucie is an independent contractor and is not an agent of the Indian River for the purposes of this Agreement. The staff providing the Program services are under the control of St. Lucie. The point of contact for Indian River shall be the Sheriff of Indian River County or his designee. The point of contact for St. Lucie is the St. Lucie County Criminal Justice Director.

6. **NOTICES:** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to St. Lucie:

St. Lucie County Administrator
2300 Virginia Avenue
Third Floor, Administration Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Third Floor, Administration Annex
Fort Pierce, Florida 34982

If to Indian River:

Indian River County Administrator
1801 27th Street
Vero Beach, FL. 32960

With a copy to:

Indian River County Attorney
1801 27th Street
Vero Beach, FL. 32960

Indian River County Sheriff
4055 41st Avenue
Vero Beach, FL. 32960

7. **ENTIRE AGREEMENT; AMENDMENT; RECORDING:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect hereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court for Indian River County, Florida and the Clerk of the Court for St. Lucie County, Florida prior to becoming effective. The last date of filing of the Agreement with the respective Clerks of Circuit Court shall be the Effective Date of this Agreement.

**BOARD OF COUNTY COMMISSIONERS
ATTEST:**

Deputy Clerk

ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

Clerk

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

BY: _____
Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

Exhibit "A" - Scope of Services
(Pretrial Supervision for Indian River defendants)

St. Lucie County Pretrial Program will implement and provide Global Positioning Satellite (GPS) monitoring for pre-trial defendants in Indian River County. The primary responsibility of St. Lucie County Pretrial is to provide complete, accurate, non-adversarial information to the courts allowing for an informed decision regarding the offender's suitability for release into the community, pending final disposition of charges.

On a weekly basis the F.S. 907.043 "CITIZENS RIGHT-TO-KNOW ACT" report will be filed with the Indian River County Clerk's office as required by law as well as the annual F.S. 907.043 "CITIZENS RIGHT-TO-KNOW ACT" report. In addition, a monthly Bed Day and potential cost savings (in lieu of county confinement) report will be submitted to the Indian River County Administrator showing the savings for that particular month.

SLC Pretrial Supervision program will provide a full-time staff of three (3) to be located in Indian River and dedicated to the needs and services of Indian River thru September 30, 2023.

The court has the authority under section 907.041, Florida Statutes, to release an arrested person on GPS/pretrial supervision if the facts and circumstances warrant such a release; and the Florida Rule of Judicial Administration 2.215 to administer the pre-trial release program described in this interlocal agreement.

St. Lucie County Pretrial Program will be charged with the responsibility of providing adequate staff to ensure delivery of services consistent with the needs of the offender. Delivery of case management services will address the following components:

- Attend First Appearance daily (365 Days per Year) per Court Administrative Order 2020-17.
- Staff will meet with the defendant upon placement/release instructing him/her on the conditions of release ensuring a thorough understanding of same. During the interview process, it will be determined if the defendant may benefit from self-betterment programs such as substance abuse or mental health treatment, employment re-training and transportation needs.
- Clear and accurate case notations will be maintained and recorded for all personal and telephonic contacts. A query of Clerk of Court computer system will be conducted for new arrests and arraignment dates. Offender will be notified prior to all upcoming court dates and will be required to report to the pretrial supervision office on a regular basis.
- Staff will refer the defendants for urinalysis testing as directed by the court and may conduct random breath analysis for presence of alcohol. Alcohol testing may be conducted in the field.

All new violations of law and non-compliance with program conditions will be reported to the court via a written affidavit and request for detention order. Staff will process all pertinent paperwork with the Clerk of the Court and Sheriff's Office.