

**INTERLOCAL AGREEMENT  
BETWEEN  
INDIAN RIVER COUNTY AND  
STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Indian River County, a political subdivision of the State of Florida (hereinafter the "County"), and the State of Florida Department of Juvenile Justice (hereinafter the "DJJ").

**WHEREAS**, Pursuant to Section 939.185, Florida Statutes, the County collects fees specifically for the operation and administration of juvenile alternative programs; and,

**WHEREAS**, The County has requested DJJ assist the County to provide juvenile diversion programs (civil citation or other diversion programs) and to receive funds to use for operation and administration of such programs; and

**WHEREAS**, the County and DJJ desire to enter into this Interlocal Agreement to allow DJJ to assist the County.

**NOW, THEREFORE**, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

**1. GENERAL**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal, or written, between the parties hereto. The above recitals are true and correct.

**2. COUNTY**

The County agrees to provide funds on an annual basis to DJJ to provide juvenile diversion programs (civil citation or other diversion programs) for Indian River County.

**3. DJJ**

DJJ agrees to receive funds annually (State fiscal year ("FY") July 1 – June 30) for distribution. Based on information provided by DJJ, the County agrees to pay \$27,500 for the juvenile diversion programs for FY 2018-2019. For FY 2019-2020 and thereafter, the County will remit to DJJ the fees collected annually pursuant to Section 939.185, Florida Statutes. DJJ will invoice the County in October of each FY. DJJ will annually identify a contracted service provider to provide juvenile

diversion programs (civil citation or other diversion programs) for Indian River County. Services include assessment of service needs; Individual Service Plan; Case Management; Restitution Collection; Community Service Oversight; Delinquency Interventions and/or Mental Health or Substance Abuse services. DJJ will distribute funding for services rendered by the selected provider on a monthly basis upon documentation of services delivered to Indian River County youth. The DJJ is required to provide an annual report on the results of the program operation. The report is to be provided annually no later than ninety (90) days after the end of the State Fiscal Year (July 1 through June 30). The report, shall at a minimum, contain the following information:

1. Number of youth admitted in the fiscal year
2. Number of youth who completed the program in the fiscal year
3. Number of youth who offended during services in the fiscal year.

#### **4. TERM OF AGREEMENT**

This Agreement shall be effective beginning on the date written above and end on September 30, 2019. This Agreement shall automatically renew on an annual basis unless either party gives at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

#### **5. TERMINATION**

This Agreement shall terminate automatically upon mutual written agreement of the parties. Either party may terminate the Agreement with a ninety (90) day's prior written notice to the other party.

#### **6. NOTICES**

All notices required or permitted are to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

##### **As to DJJ:**

Chief Probation Officer  
Department of Juvenile Justice, Circuit 19  
337 North 4th Street, Ste. 307  
Fort Pierce, FL 34950

##### **As to the County:**

Indian River County Administrator  
1801 27<sup>th</sup> Ave., Building A  
Vero Beach, Florida 32960

##### **With a copy to:**

Indian River County Attorney  
1801 27<sup>th</sup> Ave., Building A  
Vero Beach, Florida 32960

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

## **7. WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

## **8. INVALIDITY OF PROVISIONS**

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

## **9. PUBLIC RECORDS**

DJJ shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by DJJ in conjunction with this Agreement. Specifically, DJJ shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of DJJ upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF DJJ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DJJ'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 226-1424, PUBLICRECORDS@IRCGOV.COM, COUNTY ATTORNEY'S OFFICE 1801 27<sup>TH</sup> STREET, VERO BEACH, FL 32960.**

**10. WHOLE UNDERSTANDING**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**11. AMENDMENTS**

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of Indian River County, Florida.

**12. EFFECTIVENESS**

This Agreement shall be filed with the Clerk of the Circuit Court of Indian River County, Florida, prior to its effectiveness.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

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

**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk Chair**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_

**County Attorney**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF  
JUVENILE JUSTICE**

**BY:** \_\_\_\_\_

**Wydee'a E. Wilson, CPM**