

**INTERLOCAL AGREEMENT
FISCAL AGENT SERVICES
FOR THE STATE ATTORNEY'S
VICTIM SERVICE DEPARTMENT**

C23-12-1002

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") by and between the **STATE ATTORNEY FOR THE 19TH JUDICIAL CIRCUIT** ("SA") and **INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY**, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the "Counties") (the SA and the Counties will be collectively referred to as the "Parties"), for the purpose of providing fiscal agent services for the SA's Victim Service Department ("VSD").

WHEREAS, Section 163.01, Florida Statutes, provides that public agencies may cooperate by agreement to provide necessary and essential public services; and

WHEREAS, the purpose of Section 163.01, Florida Statutes, is to permit public agencies to make the most efficient use of their powers by cooperating with other public agencies for their mutual benefit; and

WHEREAS, the Counties currently fund the SA VSD and the VSD also receives grants from the Florida Council Against Sexual Violence; and

WHEREAS, the SA cannot serve as the fiscal agent for grants that the SA receives; and

WHEREAS, Indian River State College currently provides fiscal agent services to the VSD but has indicated that the College will be unable to provide those services to the VSD due to a change in accounting systems; and

WHEREAS, the Parties desire that St. Lucie County ("St. Lucie") provide fiscal agent services to the SA for the VSD.

WHEREAS, St. Lucie is willing to serve as the fiscal agent for the SA VSD in accordance with the terms set out below; and

WHEREAS, the Parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of the Counties to allow St. Lucie to provide fiscal agent services to the SA VSD.

NOW THEREFORE, in consideration of the mutual advantages afforded to the Parties, the Counties, and the SA agree as follows:

1. **General.** This Agreement is entered into pursuant to Section 163.01, Fla. Stat., the Florida Interlocal Cooperation Act.
2. **Recitals.** These Parties adopt and ratify those matters set forth in the foregoing recitals.

3. **Fiscal Agent Responsibilities.**

Effective December 15, 2023, St. Lucie agrees to:

- Be the fiscal agent for VSD for any grants that VSD receives
- Administer the VSD budget including funds received for the Counties and any grants
- Review and authorize requests for payments to vendors subject to compliance with St. Lucie purchasing procedures
- Process purchase orders submitted by VSD subject to compliance with St. Lucie purchasing procedures
- Provide one St. Lucie Purchasing Card to VSD, the use of which must comply with St. Lucie purchasing procedures

For purposes of clarity, the provision of fiscal agent services does not include:

- Payroll – VSD payroll will be processed through the SA's payroll system and St. Lucie will be invoiced monthly with funding to come from the Counties' budgets and/or the grants budgets
- Office space or maintenance of space
- IT services
- Asset management – no capital expenditures are expected

4. **Term; Termination.** This Agreement shall continue in effect from December 15, 2023, until terminated by any party upon no less than sixty (60) days written notice to the other parties.

5. **Miscellaneous Provisions.**

- a. Any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed, by all parties, and attached to the original.
- b. This Agreement shall be binding on the Parties hereto, their successor and assigns when permitted.
- c. 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.
- d. This Agreement shall be filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, Florida, prior to its effectiveness.

e. The Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County, and St. Lucie County, Florida.

6. **NOTICE.**

All notices or communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO STATE ATTORNEY:

State Attorney for 19th Judicial Circuit
411 S. 2nd Street
Fort Pierce, Florida 34950

IF TO COUNTIES:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

Indian River County Administrator
1801 27th Street, Building A
Vero Beach, Florida 32960

Martin County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Okeechobee County Administrator
304 Northwest Second Street
Okeechobee, Florida 34972

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates stated below.

ATTEST:

Randi Waller
Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY:

Chair
Chair, Board of County
Commissioners

Date: January 23, 2024

APPROVED AS TO FORM AND
CORRECTNESS:

William K. Ogle
County Attorney



ATTEST:



Carolyn Timmann, Clerk of the Circuit Court
and Comptroller

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:



Harold E. Jenkins II, Chairman

Date: 12-14-23

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Sarah W. Woods, County Attorney

ATTEST:

Caui L. Borowfski-DC
Clerk

(SEAL)



BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

BY: 

Chair, Board of County
Commissioners

Date: 12/12/2023

APPROVED AS TO FORM AND
CORRECTNESS: 

County Attorney

ATTEST:

Vera Smith

Clerk

(SEAL)



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *Daray Jansen*

Chair, Board of County
Commissioners

Date: *12/12/23*

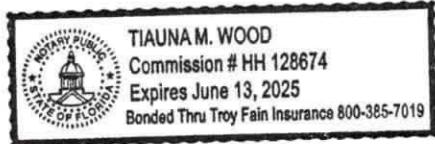
APPROVED AS TO FORM AND
CORRECTNESS:

W.H. Mulligan

County Attorney

WITNESS:

Tiauna M. Wood
Notary Public (and Seal)



STATE ATTORNEY 19TH JUDICIAL CIRCUIT,
FLORIDA

By: J. B. H.

Date: 12/13/23