



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

**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 19<sup>th</sup> Judicial Circuit  
411 S. 2<sup>nd</sup> 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 Warden  
Clerk

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

BY: [Signature]  
Chair, Board of County  
Commissioners



**(SEAL)**

**Date:** January 23, 2024

**APPROVED AS TO FORM AND  
CORRECTNESS:**

[Signature]  
County Attorney

ATTEST:

*Carolyn Timmann*

Carolyn Timmann, Clerk of the Circuit Court  
and Comptroller

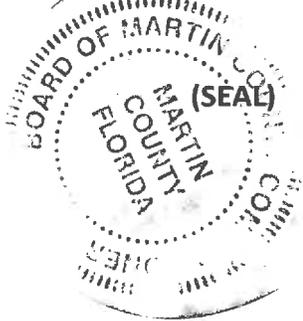
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: *Harold E. Jenkins II*  
Harold E. Jenkins II, Chairman

Date: 12-14-2023

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Sarah W. Woods*  
Sarah W. Woods, County Attorney



ATTEST:

Cami D. Borowski-DC  
Clerk

BOARD OF COUNTY COMMISSIONERS  
OKEECHOBEE COUNTY, FLORIDA

BY: [Signature]  
Chair, Board of County  
Commissioners

(SEAL)



Date: 12/12/2023

APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature]  
County Attorney

ATTEST:

Vera Smith  
Clerk  
  
(SEAL) 

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: Arky Dawson  
Chair, Board of County  
Commissioners

Date: 12/12/23

APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature]  
County Attorney

WITNESS:

Tiauna M Wood

Notary Public (and Seal)



STATE ATTORNEY 19<sup>TH</sup> JUDICIAL CIRCUIT,  
FLORIDA

By: [Signature]

Date: 12/13/23