

**INTERLOCAL AGREEMENT
FOR PROVISION OF PRETRIAL SERVICES**

C _____

This Interlocal Agreement is made this 30th day of September, 2021, by and between the **ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("St. Lucie") and the **MARTIN COUNTY, FLORIDA** ("Martin").

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

WHEREAS, St. Lucie has agreed to provide the services requested by Martin 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:**

A. St. Lucie shall provide Pretrial Program services to the Martin as set out in Exhibit "A" ("Services").

2. **BILLING; RATES; PAYMENT:**

A. **Cost of Services:** Martin shall pay St. Lucie \$299,500.00 for the Services. St. Lucie shall bill Martin quarterly beginning on October 1, 2021, January 1, 2022, April 1, 2022 and on July 1, 2022 for Services provided in the amount of \$74,875.00.

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 50 defendants per week for 6 consecutive weeks, St. Lucie is authorized to hire an additional pretrial officer to provide Services in Martin County. On the date of hire of the additional pretrial officer, the cost of the Services shall increase by \$91,708.32. This additional amount shall be prorated in accordance with the remaining term of the Agreement. In addition, Martin shall pay a one-time onboarding fee for the additional officer in the amount of \$4,443.31, which amount shall be due on the date of hire of the additional pretrial officer.

3. **STATUS OF THE PARTIES:** The parties agree that St. Lucie is an independent contractor and is not an agent of the Martin for the purposes of this Agreement. The staff providing the Program services are under the control of St. Lucie. The point of contact for Martin

shall be the Sheriff of Martin County. The point of contact for St. Lucie is the St. Lucie County Criminal Justice Coordinator.

4. **TERM; TERMINATION:** The term of this Agreement shall be from October 1, 2021, through September 30, 2022 and may be extended upon mutual agreement of the parties. 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 Martin with thirty (30) days prior written notice. In the event of termination, Martin will consider retaining the qualified employees of the Program.

5. **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 Martin:

Martin County Administrator
2401 S.E. Monterey Rd.
Stuart, Fl. 34996

With a copy to:

Martin County Attorney
2401 S.E. Monterey Rd.
Stuart, Fl. 34996

Martin County Sheriff
800 Monterey Rd.
Stuart, Fl. 34994

6. **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 Martin County, Florida and the Clerk of the Court for St. Lucie County, Florida.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Una Smith

Deputy Clerk



BY:

Chair

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Exhibit "A" - Scope of Services
(Pretrial Supervision for Martin defendants):

St. Lucie County Pretrial Program will implement and provide Global Positioning Satellite (GPS) monitoring for pre-trial defendants in Martin 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 Martin 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 Martin County Administrator showing the savings for that particular month.

Commencing on or after October 1, 2021, SLC Pretrial Supervision program will provide a full time staff of three (3) to be located in Martin and dedicated to the needs and services of Martin thru September 30, 2022.

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:

- 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 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.