INTERLOCAL AGREEMENT
BETWEEN
COURT ADMINISTRATION FOR THE 16TH JUDICIAL CIRCUIT
AND
MONROE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into on the 21st day of August 2019, by and between MONROE COUNTY (hereinafter “COUNTY”), a political subdivision of the State of Florida, and the Court ADMINISTRATION for the 16th Judicial Circuit (hereinafter “COURT ADMINISTRATION”).

WITNESSETH

WHEREAS, The County currently contracts with a private entity to provide Misdemeanor Probation Services in Monroe County; and

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in the best interest of the COUNTY to have COURT ADMINISTRATION administer Misdemeanor Probation Services; and

WHEREAS, the COUNTY and COURT ADMINISTRATION mutually desire and agree to transfer the operation and management of the current Misdemeanor Probation Program from the current private provider to COURT ADMINISTRATION; and

WHEREAS, pursuant to Fla. Stat. 29.008(2), the COUNTY will provide budgetary review and financial appropriation to COURT ADMINISTRATION for the operation and management of Misdemeanor Probation Services; and

WHEREAS, Section 948.15(2), Florida Statutes allows for COURT ADMINISTRATION, as a public entity, to provide probation services to the COUNTY; and

WHEREAS, COURT ADMINISTRATION has diligently reviewed the Misdemeanor Probation Program and is equipped to provide the Misdemeanor Probation Services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the terms as set forth herein; and

WHEREAS, the COUNTY finds that COURT ADMINISTRATION is qualified to implement and provide the necessary misdemeanor services; and

NOW, THEREFORE, the COUNTY and COURT ADMINISTRATION, inconsideration of the mutual covenants contained herein, do agree as follows:

I. TERM/DURATION

Effective September 2, 2019, the sole responsibility for the operation and management of Misdemeanor Probation Services will be transferred to COURT ADMINISTRATION and such
responsibility shall continue through the 30th day of September 2020. This Agreement shall automatically renew for one-year annual periods, from fiscal year to fiscal year, unless terminated by either the COUNTY or COURT ADMINISTRATION by written notice, via certified mail, at least ninety (90) days prior to the end of the fiscal year.

II. BUDGET

A. Pursuant to Fla. Stat. 29.008 and other applicable law, COURT ADMINISTRATION shall prepare a proposed annual budget for the operation and management of Misdemeanor Probation Services. COURT ADMINISTRATION shall submit its proposed budget to the COUNTY’s Office of Management and Budget (OMB) for its review and concurrence prior to COURT ADMINISTRATION submitting such budget to the Board of County Commissioners for its approval of an annual budget. COURT ADMINISTRATION agrees to submit its budget in accordance with the COUNTY’s time schedules and general budget outlines. COURT ADMINISTRATION will utilize its own general pay-scale and benefit adjustments for positions in the submission of the general budget. COURT ADMINISTRATION’s budget for the upcoming fiscal year, shall also include sufficient funds to cover internal services which shall include, but is not limited to utilities, building maintenance, janitorial services, general liability insurance, indirect costs and other such intergovernmental service charges related to the operation and management of Misdemeanor Probation Services as required by law.

B. Annually, the COUNTY shall include in its adopted budget a single appropriation (the “Annual Appropriation”) for the purposes of funding this Agreement. The Annual Appropriation will be administered by COURT ADMINISTRATION under the direction and control of the Chief Judge of the 16th Judicial Circuit pursuant to Fla. Stat. 29.008, and other applicable law, and such other statutes or rules related to the administration and jurisdiction of the courts. The Annual Appropriation shall be sufficient to enable COURT ADMINISTRATION to carry out its responsibilities under this Agreement.

C. The COURT ADMINISTRATION agrees to establish and maintain separate line-item accounts for the Misdemeanor Probation Services, using a uniform classification of accounts as required by Fla. Stat. 218.33.

D. The COUNTY shall allocate the Annual Appropriation to the line-item accounts administered by COURT ADMINISTRATION at the beginning of each fiscal year.

E. Throughout the fiscal year, COURT ADMINISTRATION will submit to the COUNTY for its approval, which may be denied, any amendments that increase or decrease the Annual Appropriation. Changes made within or among COURT ADMINISTRATION’s line-item accounts, which do not increase or decrease the Annual Appropriation, may only be made in accordance with the COUNTY’s accounting procedures and applicable law.
F. The COUNTY shall be responsible for funding the operations of Misdemeanor Probation Services, as provided by law, and the COUNTY shall be responsible for all financial reporting requirements for the State of Florida.

G. As the accountant for the COUNTY, the Monroe County Clerk of Court shall perform the following accounting services under this Agreement: act as the receiving and disbursing agent for accounts payable, accounts receivable, and payroll for COURT ADMINISTRATION’s accounts, as well as prepare and submit the financial statements to meet the financial reporting requirements of the State of Florida.

H. COURT ADMINISTRATION will follow the COUNTY’s Purchasing Policy and procedure guidelines for procurement of goods and services. COURT ADMINISTRATION is responsible for administering employee pay and benefits under the State of Florida Court System Personnel Policies for positions funded by the COUNTY under this agreement in accordance with 16th Judicial Circuit Administrative Order 11.009.

I. All unexpended funds, whether revenues or expenses, and interest earnings from each fiscal year will be returned to the COUNTY unless written authorization for such funds and interest otherwise designates that they may be carried-forward for a specific court program or purpose.

J. All current and future fixed assets acquired or maintained by COURT ADMINISTRATION and funded by the COUNTY pursuant to this Agreement shall remain property of the COUNTY, unless otherwise specified by law.

III. SCOPE OF WORK

A. COURT ADMINISTRATION agrees to diligently perform Misdemeanor Probation Services, reporting, collection, documentation, reporting responsibilities and other requirements described in this Agreement.

B. COURT ADMINISTRATION agrees to reevaluate the programs over the term of this Agreement as requested by the COUNTY or Chief Judge to provide the best service possible to the COUNTY and the 16th Judicial Circuit.

IV. STAFFING

A. COURT ADMINISTRATION shall maintain adequate staffing levels to:
   (1) Attend Court at all times where probation in general or a probationer must appear, to enroll probationers and testify as to their progress in probation.
   (2) Provide proper liaison with the sentencing Court,
   (3) Perform the initial intake of persons placed on misdemeanor probation,
   (4) Properly supervise all persons placed on misdemeanor probation,
   (5) Appear at all Court hearings involving a probationer under supervision,
(6) Maintain records and reporting requirements set by law and by this Agreement,
(7) Provide oversight of any offender placed on pre-trial diversion or “Back on Track”, and
(8) Collect, record, report and distribute all payments as required under this Agreement.

B. COURT ADMINISTRATION shall have, either on staff or on an on-call basis, interpreters fluent in other foreign languages to assist the probationer(s) in understanding and meeting the terms of their probation.

COURT ADMINISTRATION shall have, either on staff or on-call, interpreters to assist the probationer(s) in understanding and meeting the terms of probation pursuant to provisions of the American with Disabilities Act.

C. COURT ADMINISTRATION, prior to hiring employees, will perform a background check, including an FCIC check, verification of relevant employment and claimed education for newly hired probation officers and supervisors to determine if they are qualified for employment and the position for which they are hired.

D. COURT ADMINISTRATION will maintain minimum staffing levels to ensure effective supervision of probationers. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

V. OFFICES AND OFFICE HOURS

A. COURT ADMINISTRATION shall maintain at least one office in each area of the Keys (Lower Keys, Middle Keys, and Upper Keys). COURT ADMINISTRATION shall notify the probationers of its hours of operation, location of offices, directions to offices and shall make reasonable efforts to notify probationers if the locations change.

B. Each area shall be open from 8:30 AM to 5:00 PM week days. When necessary personnel in other areas will be utilized to provide telephone coverage to ensure availability at all times during the work day.

VI. TERMINATION

A. In the event that COURT ADMINISTRATION has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days written notice to COURT ADMINISTRATION indicating its intention to do so. The written notice shall state the factual circumstances indicating COURT ADMINISTRATION’s abandonment.

B. Either of the parties hereto may terminate this Agreement without cause by giving the other party ninety (90) days written notice of its intention to do so. If COURT
ADMINISTRATION terminates under this provision it shall immediately turn over any and all documents requested by the COUNTY or substitute probation service provider.

VII. PROBATIONER RECORDS, PAYMENTS, REPORTING, FILING AND COURT APPEARANCES

A. Records: COURT ADMINISTRATION shall maintain a file containing information on each probationer referred to the program. Records shall be retained by COURT ADMINISTRATION in accordance with the State of Florida Judicial Branch Records Retention Schedule for Administrative Records, as amended. The information in the file shall include, but not be limited to, the name of the probationer, case number, charge(s), probation disposition, automated or other house arrest records, correspondence, and payment records. Any NCIC/FCIC criminal records shall be kept in a separate file and disposed of in accordance with NCIC/FCIC requirements. Should this Agreement be terminated for any reason, a complete copy of the probationer’s file shall be turned over to the COUNTY or it’s designee.

B. Payment(s): The Clerk of Court will set up a new bank account that will be utilized for the receiving and disbursement of revenue received from misdemeanor probationers. For receiving revenue, COURT ADMINISTRATION will be provided with the following tools from the Clerk of Court:

i. Remote Deposit Capture (RDC) machine from the Bank that will allow the Court Administrator’s Office to deposit checks/money orders the same day they are received into the County’s bank account.

ii. Credit/debit card machines will be provided. A total of three (3) machines will be set up; one (1) at each office location in the Keys (Lower, Middle and Upper). On-line credit/debit card payments through the merchant services provider will be set up in coordination with the Clerk’s Finance Department. Any cost involved in purchasing credit card machines will be paid from the COURT ADMINISTRATION’s line item account for the Misdemeanor Probation Program.

iii. COURT ADMINISTRATION must directly deposit all cash payments to the bank account provided by the Clerk. The Clerk’s Finance Department will provide the Court Administrator with deposit tickets for making the deposits. The Clerk and COURT ADMINISTRATION will coordinate the cash deposit to be couriered to the bank with other deposits.

The Clerk of Court will reconcile monthly the receipts reported by COURT ADMINISTRATION and posted to the County’s general ledger against receipts deposited to the bank account and the receipts posted in the Clerk’s case management system.

C. Reports: The Court Administrator’s Office will provide a weekly report of the receipts transmitted to the Clerks Finance Department. The report will identify the date of payment, case number, defendant, type of receipt, and amount paid. The Clerk’s Finance Department will ensure that a copy of this report is provided to Clerk’s Court Manager. The Clerk’s Court Manager will post the payment to the Clerk’s case management system. The Clerk’s Finance Department will post the deposits made to the bank to the Board’s General Ledger.
D. **Disbursements:** When funds are to be disbursed, the Court Administrator or her designee will prepare and sign an audit slip authorizing payment. The audit slip(s) should be sent to the Clerks’ Finance Department. The audit slip will identify who the payment should be made to, the address the payment should be sent, the cost center and account coding, the amount that should be paid, and a description of the payment that is being made (e.g., restitution, clerk fees, etc.). Because there are no tax consequences to these payments, a temporary vendor number will be used for processing payment. The Clerk’s Finance Department will be responsible for posting payments to the Board’s General Ledger.

   a. OMB will be responsible for providing COURT ADMINISTRATION with the fund/cost center information on how these funds are budgeted in the Board’s General Ledger.

E. **Court Documentation and Court Hearings:** COURT ADMINISTRATION shall file petitions, warrants, orders or other pertinent documentation as ordered by the 16th Judicial Circuit related to the probationer or related to hearings before the 16th Judicial Circuit.

**VIII. PROBATIONER PAYMENT**

A. COURT ADMINISTRATION shall collect from each probationer, cost of supervision fees as may be ordered by the 16th Judicial Circuit and authorized by Florida Statute, or as set forth in any deferred prosecution agreement. This amount is established by the 16th Judicial Circuit, as of the date of this contract, at $50 per month per probationer. The amount shall be increased only by written permission of the Chief Judge and by written amendment to this Agreement, which may be reviewed annually. Nothing contained herein shall preclude COURT ADMINISTRATION from establishing a sliding scale fee for those probationers not able to meet the minimum cost of supervision fee.

B. COURT ADMINISTRATION shall accept payments for restitution, fines, application fees and court costs in such forms as are acceptable to COURT ADMINISTRATION. Partial payments shall be accepted, and appropriate records maintained. **Written receipts shall be issued to the probationers for all payments received by COURT ADMINISTRATION.** COURT ADMINISTRATION shall make all payments of fines, application fees, and court costs to the Clerk of Courts as directed by the Clerk of Court and as set forth herein. COURT ADMINISTRATION shall collect the application fee for court appointed counsel and remit it to the Clerk of Court; pursuant to F.S. 27.52, the Clerk shall assign the first $50.00 of any fees or costs paid by the indigent person as payment of the application fee for court appointed counsel.

C. The sentencing Judge may, in its discretion, order that cost of supervision fees be waived in cases involving indigent probationers.

D. COURT ADMINISTRATION shall place priority on collection and payment of restitution. In any case in which the victim cannot be located within thirty (30) days or in which less than
the full amount of the restitution is collected, COURT ADMINISTRATION may request that the sentencing Judge instruct COURT ADMINISTRATION as to proper disposition.

E. Offender payments may be accepted by COURT ADMINISTRATION in the form of cash, cashier’s check, money order, or via major credit and debit cards. Payment will be accepted in each of the three (3) Monroe County office locations.

IX. PROBATION SUPERVISION, JOB ASSISTANCE, COURT ORDERS, COMMUNITY SERVICE WORK, VIOLATION OF PROBATION, “BACK ON TRACK” DUI PROGRAM, AND OTHER SERVICES TO PROBATIONERS

A. Supervision. COURT ADMINISTRATION may require an initial face-to-face contact with all probationers for counseling and supervision upon initiation of probation. COURT ADMINISTRATION shall clearly explain all of the terms of probation to the probationer in a manner that the probationer understands. COURT ADMINISTRATION will refer probationers to complete a substance abuse evaluation if ordered by the 16th Judicial Circuit. COURT ADMINISTRATION shall verify the probationer’s employment when necessary or required by order of the Court.

(2) General Supervision. COURT ADMINISTRATION shall supervise the probationer’s attendance of required probation reporting/check-in and counseling sessions. Probationers will be required to report as directed by COURT ADMINISTRATION or as directed by the 16th Judicial Circuit.

(3) Electronic Monitoring. COURT ADMINISTRATION may also provide electronic monitoring of certain probationers as directed by order of the 16th Judicial Circuit. Costs of electronic monitoring shall be borne by the probationers and shall be in addition to the payment of supervision fees referenced in this Agreement.

B. Job Assistance. COURT ADMINISTRATION shall encourage unemployed probationers to improve the probationer’s employability through schools and training. COURT ADMINISTRATION may also refer probationers to local workforce agencies.

C. Court Orders. Proposed orders of probation violation, probation modification, and early termination shall be prepared by COURT ADMINISTRATION and shall conform to a format adopted by the 16th Judicial Circuit.

D. Community Service Work. COURT ADMINISTRATION may refer probationers to approved non-profit service organizations or municipal governments for completion of community service hours. COURT ADMINISTRATION is not permitted to utilize the service of probationers to perform community service work to benefit COURT ADMINISTRATION. COURT ADMINISTRATION shall maintain as part of the probationer’s record all community service hours completed and/or not completed by the probationer.
E. **Violation of Probation.** When a violation of any term of probation is alleged to have occurred, COURT ADMINISTRATION shall advise the sentencing court of the alleged violation(s) by sworn affidavit within fifteen (15) days of the occurrence.

(1) If the affidavit recommends revocation of probation, the affidavit must include the reasons therefore and the circumstance under which revocation is being recommended.

(2) In any case in which the sentencing court’s jurisdiction has been lost prior to all conditions of probation being satisfied, COURT ADMINISTRATION shall transmit a copy of the case file to the judge in whose division the case has been heard. The probation officer shall transmit with the case file a cover letter providing details of the efforts made by that officer to seek compliance with the terms of the probation.

F. **“BACK ON TRACK” DUI program and other services to probationers.**

(1) COURT ADMINISTRATION will provide a DUI Pre-Trial Diversion program at the direction of the State Attorney’s office and the 16th Judicial Circuit. See Exhibit A, as may be amended, for the “Back on Track” Procedure, “Back on Track” Diversion Program and associated forms. Exhibit A may be amended as directed by the State Attorney’s office.

(2) COURT ADMINISTRATION may establish other programs at the direction of the State Attorney’s Office. Any programs should also be approved by the COUNTY, COURT ADMINISTRATION, and the 16th Judicial Circuit before they are implemented.

X. **COURT ADMINISTRATION FINANCIAL RECORDS**

A. COURT ADMINISTRATION shall maintain financial records capable of being audited of all fines, restitution, and supervision fees received, expended and disbursed by COURT ADMINISTRATION.

B. COURT ADMINISTRATION shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by probationers; records shall be broken down into areas of the Keys (Upper, Middle, and Lower) and such additional information as may be required by the Chief Judge or COUNTY. In addition to other reports, a quarterly report shall be submitted to the Chief Judge pursuant to 948.15(3), Florida Statutes.

C. The COUNTY, the COUNTY’s external auditor, the State Auditor General, and agents or designees thereof shall have access COURT ADMINISTRATION’s books, records, and documents required by this contract for the purposes of inspection or audit during normal business hours. COURT ADMINISTRATION agrees that its records, unless specifically exempt are subject to the Florida Public Records law and Florida Rules of Judicial Administration.
XI. **HOLD HARMLESS AND INDEMNIFICATION**

A. Subject to F.S. 768.28 and to the extent allowed by law, each party shall indemnify and hold harmless each other from any and all claims, actions, damages, fees, fines penalties, defense costs, suits or liabilities which may arise out of any act of neglect, error, omission or default of the each respective party arising out of or in any way connected with the performance or failure to perform under the terms of this Agreement.

B. Nothing in this Agreement shall be interpreted in any way to waive sovereign immunity or reduce or abrogate the limits set out in F.S. 768.28.

XII. **INSURANCE**

A. The COUNTY shall provide and administer on behalf of COURT ADMINISTRATION employees those insurance benefit programs that are offered to other COUNTY employees, including, but not limited to, health, dental, disability, life insurance and workers’ compensation. The County will also provide and administer general liability insurance for the misdemeanor probation services program. COURT ADMINISTRATION shall include in its annual budget submission adequate funds for such insurance benefit programs.

XIII. **EXPENSES**

A. COURT ADMINISTRATION shall maintain separate line-item expense accounts for all Misdemeanor Probation Services.

B. COURT ADMINISTRATION shall bear sole responsibility for the timely payment of all outstanding obligations incurred by COURT ADMINISTRATION.

C. Misdemeanor Probation Services expenses are to be paid from the Annual Appropriation and from any revenues generated by the Misdemeanor Probation Services Program or other related Court Programs throughout the fiscal year.

XIV. **PURCHASING**

COURT ADMINISTRATION will comply with the Monroe County Purchasing Policy and purchasing guidelines and shall be solely responsible for ensuring that all purchasing activities funded by the COUNTY are conducted in accordance with applicable State and Federal laws. The COURT ADMINISTRATION may request to use the services of the COUNTY’s Purchasing Department.

XV. **HUMAN RESOURCES**

A. Pursuant to this Agreement, the COUNTY agrees to fund and pay all employee related expenses including but not limited to salaries and benefits. However, the COUNTY and
COURT ADMINISTRATION agree that all employees funded under the Annual Appropriation shall be employees of the COURT ADMINISTRATION to the extent that the employee will be subject to the Personnel Regulations of the Florida State Court System.

B. The COUNTY’s funding of salaries and benefits for COURT ADMINISTRATION employees to the extent applicable shall include retirees; and the salaries and benefits shall be consistent with those offered to COUNTY employees.

C. The COURT ADMINISTRATION shall include in its annual budget submission estimated employee tax payments for social security, Medicare, unemployment insurance and retirement contributions for all employees administered by the COURT ADMINISTRATION under this Agreement, and the COUNTY agrees to approve such funds.

XVI. PAYROLL

Employees of COURT ADMINISTRATION shall be on the same payroll schedule as COUNTY employees

XVII. NONDISCRIMINATION

COUNTY and COURT ADMINISTRATION agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.
XVIII. **NO ASSIGNMENT/SUBCONTRACT**

COURT ADMINISTRATION shall not assign or subcontract its obligations under this Agreement, except in writing and with the prior written approval of COUNTY, which approval shall be subject to such conditions and provisions as COUNTY may deem necessary. This paragraph shall be incorporated by reference into any assignment, should the COUNTY approve assignment, and any assignee shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the COUNTY.

XIX. **COMPLIANCE WITH LAW AND LICENSURE**

In providing all services pursuant to this Agreement, COURT ADMINISTRATION shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the COUNTY to terminate this contract immediately upon delivery of written notice of termination to COURT ADMINISTRATION. COURT ADMINISTRATION and staff shall possess proper licenses to perform work in accordance with this Agreement throughout the term of this contract.

XX. **NOTICE REQUIREMENT**

Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

**FOR COUNTY**
County Administrator and County Attorney  
1100 Simonton Street, Suite 205 PO Box 1026  
Key West, FL 33040 Key West, FL 33041-1026

**FOR COURT ADMINISTRATION**
16th Judicial Circuit Court Administrator  
302 Fleming Street  
Key West, FL 33040

XXI. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and COURT ADMINISTRATION agree that venue will lie in the appropriate court or before the
appropriate administrative body in Monroe County, Florida, unless the Court orders otherwise.

XXII. **SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and COURT ADMINISTRATION agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

XXIII. **ATTORNEY’S FEES AND COSTS**

COUNTY and COURT ADMINISTRATION agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

XXIV. **DISPUTES, DISAGREEMENTS AND TRANSFER OF OPERATIONS**

COUNTY and COURT ADMINISTRATION agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each COUNTY and COURT ADMINISTRATION. If the issue or issues are not resolved to the satisfaction of COUNTY and COURT ADMINISTRATION, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

XXV. **COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and COURT ADMINISTRATION agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.
XXVI. **BINDING EFFECT**

The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and COURT ADMINISTRATION and their respective legal representatives, successors, and assigns.

XXVII. **AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

XXVIII. **NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County, COURT ADMINISTRATION or the 16th Judicial Circuit in his or her individual capacity, and no member, officer, agent or employee of Monroe County, COURT ADMINISTRATION or the 16th Judicial Circuit shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

XXIX. **ENTIRE AGREEMENT**

This Agreement, including its exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No amendment or modification to this Agreement or waiver of any provisions shall be effective unless in writing and executed with the same formalities as this Agreement.

XXX. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and COURT ADMINISTRATION hereto may execute this Agreement by signing any such counterpart.

XXXI. **SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in.

OFFICE OF THE COURT ADMINISTRATOR
OF THE 16TH JUDICIAL CIRCUIT

By: Holly Elomina, Court Administrator
Witness 1: Maritza Menendez
Print Name: Maritza Menendez

Witness 2: Cheryl L. Atwood
Print Name: Cheryl L. Atwood

(Seal)
Attest: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY

By: ____________________________
Deputy Clerk

By: ____________________________
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 8/16/19
Exhibit “A”

BACK ON TRACK PROGRAM

(Exhibit A consist of 6 pages)
BACK ON TRACK PROCEDURE

- Back on Track Program (BOT) will be available 120 days from arraignment and before any substantive motions have been filed.
- Prosecutors will review each DUI and Defendants may enter into the program with a referral from the prosecutor(s). (White copy to Prosecutors, Yellow to Court Administration/Probation, Pink to Defendant or their Attorney)
- Defendant executes all documentation for BOT including a waiver of speedy trial which will be filed with the Court.
- The original contract executed by the Defendant will go to the Court with copies going to Court Administration/Probation, the prosecutor, and the Defendant or their attorney.
- Once BOT is completed, the case will be placed on the Court’s calendar. The prosecutor will file a Reckless Driving Information (316.192(1). Defendant will appear and plead guilty or no contest, if unable to appear, may plea in absentia.
- The Court will enter a Withhold of Adjudication and no further sanctions will be ordered.
BACK ON TRACK DUI DIVERSION PROGRAM

A Safe Driving Initiative of the Monroe County Office of the State Attorney

Admission Criteria

First time DUI offenders who meet the following criteria will be diverted to the program:

1. The defendant must have no prior alcohol related driving history where the disposition is either withhold of adjudication or a conviction.
2. The defendant may not have any felony convictions or misdemeanor convictions.
3. The defendant may have completed no more than one misdemeanor diversion program and no felony diversion programs.
4. The Defendant must not have been involved in an accident.
5. There must not have been any minor children in the vehicle at the time of the arrest.
6. Defendants who do not have a valid license for any reason will be denied admission into the program.
7. Defendant may not have a Breath, Blood, or Urine Alcohol content of .25 or higher
8. Defendant may not have any Felony charges in addition to the charge of Driving Under the Influence.

Assuming the defendant meets the criteria set out above, the defendant will qualify for either the Tier One or Tier Two DUI Diversion program.

The qualifications and program requirements are set out in the table below:

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<th>Tier</th>
<th>Tier One</th>
<th>Tier Two</th>
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| Breath/Blood Limit    | Breath/Blood Average below .15                                           | Breath/Blood Average .15 or higher
|                       |                                                                         | OR Refusal of breath, blood or urine test                                  |
| Program Length        | 9 months                                                                | 12 months                                                                |
| Vehicle Action        | 10-day vehicle impound                                                  | 3-month ignition interlock
|                       |                                                                         | OR 10 day impound AND 30-day SCRAM bracelet                               |
| DUI School            | Level 1 DUI school                                                      | Level 1 DUI school                                                       |
| Substance Abuse Evaluation | Required through the DUI school | Required through the DUI school |
| Court Costs           | $548.00                                                                | $548.00                                                                 |
| Cost of Prosecution   | $50.00                                                                 | $50.00                                                                   |
| Cost of Supervision   | $500.00                                                                | $650.00                                                                 |
| Cost Recovery to Law Enforcement | As requested by law enforcement | As requested by law enforcement |
| Community Service     | 40 hours                                                                | 60 hours                                                                 |
| Victim Impact Class   | VIP class                                                               | VIP class                                                                |
|                       | No Alcohol While in Diversion (with Random Testing)                     | No Alcohol While in Diversion (with Random Testing)                      |

Regardless of the Tier, defendants must complete the DUI School requirement within 5 months of their referral into the program. In addition, defendants must comply with mandated counseling, as deemed by the DUI School evaluation, by the end of their program term. All defendants must report to their
supervising agency once a month and are subject to random drug and alcohol testing at an additional charge. Any client that tests positive for drugs or alcohol will be bounced out of the program.

**DUI Diversion Enrollment**

Enrollment may occur in Court at the DUI arraignment or docket sounding calendars. At arraignment or dock sounding calendars the ASA will complete a PTD referral form. The enrollment period would allow for all conditions to be completed and/or for supervision to be completed no less than nine (9) months and no longer than one (1) year after the enrollment date. Each enrollment contract would express an expectation that all conditions would be satisfied within the required term as outlined in the chart above. The diversion provider must submit a referral to the DUI School indicating the DUI School level required.

**Out of State Defendants**

Defendants, who are arrested in Monroe County, but live outside of the county will be allowed to participate in the program. All efforts will be made to have the client personally attend their intake with the supervising agency. However, exceptions will be made to avoid significant hardship. Defendants will be required to report monthly by phone. The defendant will have to locate and provide information on the DUI School and Victim Impact Class that they are planning to attend in their area of residence. The DUI School and Victim Impact Class will have to be the general equivalent of the school requirement in Florida as far as length and subject matter. All condition for the program must be met including a substance abuse evaluation. A copy of the evaluation, as well as the recommendation for counseling, if any, must be provided to the supervising agency within 5 months of the referral. The DUI School will require and approve all outside providers for credentials and qualifications to conduct an evaluation. Qualifications for evaluators are either licensure as a mental health professional or certification in their state of employment as a DUI Evaluator.

**Program Costs, and Fees**

The following is the approximate amount of costs to the defendant associated with the program.

<table>
<thead>
<tr>
<th>Tier</th>
<th>Tier One</th>
<th>Tier Two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Action</td>
<td>10-day impound&lt;br&gt;$150.00 (Boot)&lt;br&gt;$250.00 (Impound)</td>
<td>3-month Interlock&lt;br&gt;$350.00&lt;br&gt;OR&lt;br&gt;10 day impound and 30-day SCRAM&lt;br&gt;bracelet (Bracelet is $10 per day)</td>
</tr>
<tr>
<td>DUI School</td>
<td>$295.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>Treatment (if required)</td>
<td>$300.00-$500.00</td>
<td>$300.00-$500.00</td>
</tr>
<tr>
<td>Cost of Prosecution</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Cost of Supervision</td>
<td>$500.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>Court Costs</td>
<td>$548.00</td>
<td>$548.00</td>
</tr>
<tr>
<td>Drug Testing</td>
<td>$5.00-$40.00</td>
<td>$5.00-$40.00</td>
</tr>
<tr>
<td>Cost Recovery to Law Enforcement</td>
<td>As requested by law enforcement</td>
<td>As requested by law enforcement</td>
</tr>
<tr>
<td>Total Costs¹</td>
<td>$1,800.00-$2,000.00</td>
<td>$2,400.00-$2,700.00</td>
</tr>
</tbody>
</table>

In order to make the diversion program accessible to all populations, cost reduction or fee waivers will be available to indigent participants. Diversion providers will review partial or full fee waiver requests from

¹ Costs are approximately and do not include cost recovery for investigative costs which vary by case.
indigent defendants to reduce or eliminate the cost of supervision. DUI Schools also offer full or partial waivers with proof of indigent status. In addition, treatment providers offer services on a sliding fee scale.

**DUI Diversion Supervision & Final Case Dispositions**

Defendants who complete all program requirements will receive a withhold of adjudication on a reduced charge of Reckless Driving. Once a letter of successful completion is received by the Clerk of Court, the cases will be calendared at the time of disposition in order for the defendant to be fingerprinted and for a complete colloquy. If a Defendant does not successfully complete the program the case would be placed on calendar for trial. The diversion provider must submit paperwork detailing the reason for the revoke. Defendants that complete everything except treatment by the end of the program term will be successfully completed with proof that they are enrolled in treatment. Re-enrollment would only be available in limited circumstances subject to the limitations outlined within the diversion enrollment contract.

Revised August 2019

State Attorney
16th Judicial Circuit
IN THE COUNTY COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

STATE OF FLORIDA,
Plaintiff,

Case Number:____________________

vs.

______________________,
Defendant.

STATEMENT OF PERSONAL RESPONSIBILITY

1. I _____________________________, admit that on the _____________ day of ______________, 20____, I was driving or in actual physical control of a motor vehicle and that I was UNDER THE INFLUENCE of alcohol or a chemical or controlled substance to the extent that my normal facilities were impaired, or with a breath and/or blood alcohol level of 0.08 or above.

2. I acknowledge that in order to successfully complete the Back on Track Program and receive a withhold of adjudication on a charge of reckless driving, I agree to fulfill all the conditions of the Back on Track Program contract and I have read all of those conditions or they were read to me. The decision as to whether or not I am in compliance or have violated the conditions of the program will remain in the discretionary judgement of the State Attorney’s Office.

3. My signature on this document is proof of my understanding that if I fail to complete the conditions of the Back on Track Program, my DUI case may be sent back to court for prosecution and may be tried by a judge or jury. Additionally, I expressly waive any and all evidentiary objects to the admission of this document in evidence in any subsequent criminal court proceeding related to this case.

4. I also understand that in the event I do not successfully complete the Back on Track Program the State may choose to offer this signed STATEMENT OF PERSONAL RESPONSIBILITY in evidence in my DUI prosecution and I will not object to its admission in evidence.

5. I understand that this STATEMENT OF PERSONAL RESPONSIBILITY is a condition of my participation in the Back on Track Program and was not made in furtherance of the plea negotiations or plea offer in this case. My entry into the program could cause a delay in the prosecution of my case, and that delay could be prejudicial to the State of Florida.

6. I was informed that I had the option of consulting an attorney of my choice prior to signing this statement.

____________________________________   ______________________________
Defendant’s Signature                  Date

STATE OF __________________)   COUNTY OF _________________)
THE FOREGOING STATEMENT OF PERSONAL RESPONSIBILITY was acknowledged before me this ____ day of ____________, 20____, by _____________________________ Who is ( )
personally known to me or ( ) produced a driver’s license as identification.
(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Print, type of stamp commissioned name of notary
IN THE COUNTY COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

STATE OF FLORIDA,
Plaintiff,　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　Case Number:_______________

vs.
______________________,
Defendant.

Back On Track Program
Waiver of the Right to a Speedy Trial

I understand that:
• I have been conditionally accepted to participate in the Back on Track Program.
• If a victim or police officer involved in my case objects to participation in the program, the State Attorney's Office may return my case to court for prosecution.

Once accepted into the Back On Track Program, I understand that:
• As long as I am a compliant participant in the program, the charges against me will be deferred.
• While I am a compliant participant in the program, my case will not go to trial.
• If I do not fully comply with the rules and conditions of the Back On Track Program, which have been explained to me and to which I agree to follow, my case will be returned to court for prosecution.

I further understand that have the right to have my case brought to a speedy trial under Florida Rule of Criminal Procedure Section 3.191 within 90 days of arrest. I understand that by choosing to participate in this program will be giving up that right to a speedy trial so that I will have time to successfully complete the Back On Track Program.

With full understanding, I hereby freely, knowingly, and voluntarily waive my right to a speedy trial pursuant to Florida Rules of Criminal Procedure 3.191(a), the Florida Constitution, and the United States Constitution.

Defendant's Signature ___________________________ Date ___________________________

STATE OF )
COUNTY OF )

THE FOREGOING Waiver of Speedy Trial was acknowledged before me this____day of_______20____by ________________________________ who is ( ) personally known to me or ( ) produced a driver's license as identification.

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
Print, type of stamp commissioned name of notary