

RESOLUTION NO. 2020 - 363

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR TO EXECUTE AN INTERLOCAL AGREEMENT WITH BOARD OF COUNTY COMMISSIONERS OF PUTNAM COUNTY, FLORIDA AND THE PUTNAM COUNTY SHERIFF'S OFFICE TO PROVIDE VETERANS TREATMENT COURT SERVICES TO ELIGIBLE VETERAN LIVING IN PUTNAM COUNTY, FLORIDA; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, veterans with untreated substance abuse or mental health illnesses, including those with post-traumatic stress disorder (PTSD) and traumatic brain injury (TBI), may find it difficult to integrate back into the community, which can sometimes lead to criminal activity; and

WHEREAS, Veterans Treatment Courts (VTC) are specially designed to assist justice-involved defendant veterans with the complex treatment needs associated with substance abuse, mental health, and other issues unique to the traumatic experience of war; and

WHEREAS, the Seventh Judicial Circuit serves four counties (St. Johns, Volusia, Putnam and Flagler), with VTC programs operating within only two (St. Johns and Volusia) due largely to viability factors such as total population, corresponding veteran demand, and the availability of treatment facilities; and

WHEREAS, the St. Johns County VTC is funded, in part, by an annual budget appropriation by the St. Johns County Board of Commissioners; and

WHEREAS, due to the lack of availability of VTC services in Putnam County and in efforts to best serve the public, from time to time, veterans living in Putnam County have been informally admitted into the St. Johns VTC program to receive limited services; and

WHEREAS, because establishing a VTC in Putnam County is not a viable option, the Putnam County Board of Commissioners and the PCSO have identified the capacity to contribute funding to St. Johns County in order to pay costs associated with admitting eligible Putnam County veterans into the St. Johns County VTC program; and

WHEREAS, section 163.01, F.S. authorizes the Counties and the PCSO to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services and facilities; and

WHEREAS, in accordance with section 163.01, F.S., each of the Counties and the PCSO mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide St. Johns County VTC services to eligible veterans living in Putnam County, Florida.

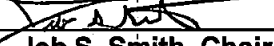
NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated into the body of this Resolution and adopted as findings of fact.

2. **Authority to Execute.** The Board hereby authorizes the Chair to execute an Interlocal Agreement, in substantially the same form and format as attached hereto, setting forth the parties' respective obligations, duties and responsibilities concerning cooperative efforts to provide St. Johns County VTC services to eligible veterans living in Putnam County, Florida.
3. **Correction of Errors.** To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.
4. **Effective Date.** This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 15 day of September, 2020.

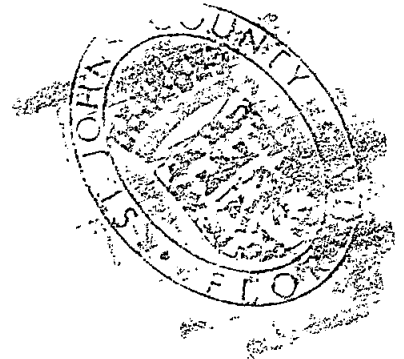
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk

RENDITION DATE SEP 17 2020



**INTERLOCAL AGREEMENT
FOR
VETERANS TREATMENT COURT PARTICIPATION
BY AND BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
PUTNAM COUNTY, FLORIDA
AND
THE PUTNAM COUNTY SHERIFF'S OFFICE**

This **INTERLOCAL AGREEMENT REGARDING VETERANS TREATMENT COURT** ("Agreement") is made effective as of the ____ day of _____, 2020 ("Effective Date") by and between St. Johns County and Putnam County, both political subdivisions of the State of Florida (collectively "the Counties"), and the Putnam County Sheriff's Office (PCSO), a full-service law enforcement agency serving Putnam County, Florida.

WITNESSETH

WHEREAS, some veterans returning home from war find it difficult to integrate back into the community; and

WHEREAS, veterans with untreated substance abuse or mental health illnesses, including those with post-traumatic stress disorder (PTSD) and traumatic brain injury (TBI), may find it even harder to return home, which can sometimes lead to criminal activity; and

WHEREAS, Veterans Treatment Courts (VTC) are specially designed to assist justice-involved defendants with the complex treatment needs associated with substance abuse, mental health, and other issues unique to the traumatic experience of war; and

WHEREAS, VTCs involve cooperation and collaboration with traditional partners found in drug courts, such as the judge, state attorney, public defender, case manager, treatment provider, probation, and law enforcement along with representatives of the Veterans Health Administration (VHA) and the Veterans Benefit Administration as well as state and federal veteran service agencies, volunteer veteran mentors, and other veterans support groups; and

WHEREAS, VTCs provide eligible veterans with a myriad of services that include the opportunity to receive specialized substance abuse and mental health treatment services, one-on-one veteran peer mentor support, and assistance in gaining access to veteran healthcare and benefits; and

WHEREAS, VTCs also provide community supervision and frequent court case reviews; thus, ensuring public safety and accountability; and

WHEREAS, the Seventh Judicial Circuit serves four counties (St. Johns, Volusia, Putnam and Flagler), with VTC programs operating within only two (St. Johns and Volusia) due largely to viability factors such as total population, corresponding veteran demand, and the availability of treatment facilities; and

WHEREAS, the St. Johns County VTC is funded, in part, by an annual budget appropriation by the St. Johns County Board of Commissioners; and

WHEREAS, due to the lack of availability of VTC services in Putnam County and in efforts to best serve the public, from time to time, veterans living in Putnam County have been informally admitted into the St. Johns VTC program; and

WHEREAS, the St. Johns VTC program has limited such admission to felony level participants in order to avoid burdening local taxpayers with the cost of funding services provided to residents of other counties; and

WHEREAS, while establishing a VTC in Putnam County is not a viable option, the Putnam County Board of Commissioners and the PCSO has identified the capacity to contribute funding to St. Johns County in order to pay costs associated with admitting eligible Putnam County veterans into the St. Johns County VTC program; and

WHEREAS, section 163.01, F.S. authorizes the Counties and the PCSO to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services and facilities; and

WHEREAS, in accordance with section 163.01, F.S., each of the Counties and the PCSO mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide St. Johns County VTC services to eligible veterans living in Putnam County.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals above are true and correct and incorporated herein by this reference.
2. **Services.** In exchange for the Financial Support described below in Paragraph 3 of this Agreement, eligible veterans living in Putnam County may be formally admitted into the St. Johns County VTC program and provided services including but not limited to the following, as jointly determined by the Seventh Judicial Circuit and the St. Johns County VTC program administrators:
 - a. specialized substance abuse;
 - b. mental health treatment services;
 - c. one-on-one veteran peer mentor support;
 - d. assistance in gaining access to veteran healthcare and benefits from the United States Department of Veterans Affairs (VA);
 - e. community supervision; and
 - f. court case reviews.
3. **Financial Support.** By no later than **October 1st** of each year of the effective term of this Agreement, the PCSO shall provide to St. Johns County ten thousand dollars (\$10,000) as Financial Support to pay the cost of admitting eligible veterans living in Putnam County into the St. Johns County VTC program.
 - a. The parties hereby agree that the maximum number of eligible Putnam County veterans admitted annually shall not exceed more than twenty percent (20%) of the total number of participants in the St. Johns County VTC program.

- b. In the event that the parties mutually seek to increase the maximum number of eligible Putnam County veterans admitted as described above, they shall do so in writing by amending this Agreement to detail each parties' respective contribution to fund the St. Johns County VTC program services and facilities.
4. **State Requirements.** Unless otherwise provided herein, each of the parties, respectively, intends to incorporate into this Agreement the duties and obligations governing interlocal agreements under Chapter 163, F.S. as well as any other applicable federal, state and local rules and regulations.
 5. **Joint Understanding.** The terms and conditions in this Agreement reflect the joint understanding between the parties.
 6. **Prior Agreements.** It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
 7. **Amendment.** It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith executed by each party hereto.
 8. **Notice.** Whenever any party desires to give notice unto any other party, notice must be given in writing sent by Certified United States Mail with Return Receipt Requested, and addressed to the party for whom it is intended at the place last specified, for giving such notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

Party Name

Address

Board of County Commissioners
St. Johns County, FL

500 San Sebastian View
St. Augustine, Florida 32084-8686
Attn: County Administrator
Phone: (904) 209-0530

Board of County Commissioners
Putnam County

2509 Crill Avenue
Suite 200
Attn: County Administrator
Palatka, FL, 32177

Putnam County Sheriff's Office

130 Orié Griffin Boulevard
Attn: Sheriff H.D. Deloach
Palatka, Florida 32177

9. **Construction.** This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.
10. **Invalid Provision/Severability.** In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
11. **Waiver of Rights.** Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.
12. **Execution on Counterparts.** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for any purpose.
13. **Agreement Term.** The term of this Agreement shall commence on the Effective Date noted above, and shall continue through and until September 30, 2026, unless sooner terminated by the parties. This Agreement may be renewed for successive five (5) year terms, subject to the same terms and conditions contained herein, upon mutual consent by each party.
14. **Termination.** Any of the parties may terminate this Agreement by providing thirty (30) days advance notice to the other parties. No party shall be entitled to a return of funds paid as Financial Support in the event of such termination.
15. **Authority to Execute.** Each party hereto represents to the other parties that it is legally authorized to enter into this Agreement, and that the undersigned is duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have each executed this Agreement.

St. Johns County, Florida
{insert signature block}

Putnam County, Florida
{insert signature block}

Putnam County Sheriff's Office
{insert signature block}