

**THIRD AMENDED INTERLOCAL AGREEMENT
FOR PROVISION OF PRETRIAL SERVICES
C15-07-318**

This Interlocal Agreement is made this day of September__, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("St. Lucie") and the **BOARD OF COUNTY COMMISSIONERS OF OKEECHOBEE COUNTY** ("Okeechobee").

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

WHEREAS, St. Lucie has agreed to provide the services requested by Okeechobee 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 services to Okeechobee as set out in Exhibit "A".

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

A. Quarterly Charges: St. Lucie shall bill Okeechobee quarterly beginning on October 1, 2017, January 1, 2018, April 1, 2018 and on July 1, 2018, for services provided. The quarterly charge for the initial term of the Agreement is twenty thousand and 0/100 (\$20,000.00) dollars per quarter.

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

4. **TERM; TERMINATION:** The term of this Agreement shall be from October 1, 2017, through September 30, 2018, 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 Okeechobee with fifteen (15) days prior written notice.

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:

With a copy to:

St. Lucie County Administrator
2300 Virginia Avenue
Third Floor, Administration Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Avenue
Third Floor, Administration Annex
Fort Pierce, Florida 34982

If to Okeechobee:

Okeechobee County Administration
304 N.W. Second Street, Room #123
Okeechobee, FL 34972

With a copy to:

Okeechobee County Attorney
P.O. Box 968
Okeechobee, FL 34973

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 Clerks of the Circuit Court for Okeechobee County, Florida and St. Lucie County, Florida prior to becoming effective.

ATTEST:

Deputy Clerk

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

BY: _____
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

**BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA**

ATTEST:

Deputy Clerk

BY: _____
Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney