

**FISCAL AGENT
AND
ADULT DRUG COURT KEY TEAM MEMBER
MEMORANDUM OF UNDERSTANDING
BJA FY2023 Adult Drug Court Discretionary Grant Program**

THIS AGREEMENT made and entered into this 6 day of March, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “Pinellas County”; Center for Rational Living, hereinafter referred to as “CRL”; the Sixth Judicial Circuit State Attorney’s Office, hereinafter referred to as “the State Attorney’s Office”; the Sixth Judicial Circuit Public Defender’s Office, hereinafter referred to as “the Public Defenders’ Office”; and the Sixth Judicial Circuit of the Florida State Courts System, hereinafter referred to as “the 6th Judicial Circuit.”

WHEREAS, the County, CRL, the State Attorney’s Office, the Public Defender’s Office, and the 6th Judicial Circuit, have come together to collaborate and apply for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) FY23 Adult Drug Court Discretionary Grant Program; and

WHEREAS, the participants listed below have agreed to enter into a collaborative agreement in which the County is the lead agency and named applicant, and the other agencies are participants in the application and collaboration; and

WHEREAS, the participants herein desire to enter into a Memorandum of Understanding (MOU) setting forth the services to be provided.

NOW, THEREFORE, it is hereby agreed by and between the participants as follows:

1) Participation of Agencies and History of Relationship

Pinellas County, acting by and through its Board of County Commissioners, is the lead applicant for the Adult Drug Court Discretionary Grant Program and supports the proposed enhancement to the Pinellas County Adult Drug Court. Pinellas County, through its Administrator, enters into this MOU with CRL, the State Attorney’s Office, the Public Defender’s Office, and the 6th Judicial Circuit.

Pinellas County has long supported and helped fund the Pinellas County Adult Drug Court since its inception in 2001. The Adult Drug Court offers integrated screening and assessment; individualized treatment planning; intensive substance abuse treatment services; and integrated trauma-informed approaches to treatment. The activities of the Adult Drug Court will result in an increase in public safety and a decrease in costs to taxpayers.

The proposed project in Pinellas County will enable the Adult Drug Court to meet the unique needs of drug court clients who have experienced high levels of trauma, including but not limited to

trauma experienced through physical, emotional, or sexual abuse; childhood neglect; tragic death; kidnapping; serious accident; or human trafficking.

2) Roles and Responsibilities

Pinellas County

- a) The County is the grantee and recipient for this project, and thus acts as Fiscal Agent for the grant project and ensures compliance with the reporting requirements of the Bureau of Justice Assistance (BJA).

The County designated a Project Director from the Administrative Office of the Courts, the Adult Drug Court Manager, to lead project development and implementation activities according to the provisions of the grant agreement and Pinellas County partner agreements. The Project Director will attend required trainings, assist in monitoring fulfillment of all grant requirements and work closely with the Pinellas County Grant Office. The County will coordinate directly with the Project Director through meetings, email, and other communications, as needed in serving as the Fiscal Agent.

The County, with the assistance of the Project Director, will submit all required programmatic and fiscal reports to BJA.

- b) The County will enter into an agreement with CRL under this project. The County will be the recipient of the grant, and CRL will be a sub-recipient of the award.
- c) In the event sufficient grant or budgeted funds are not available for a new fiscal period, the County will notify the partners of such occurrence and this agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

Center for Rational Living (CRL)

CRL will:

- Hire, train, and equip staff to provide screening, treatment, referral, recovery coaching, and aftercare services, as detailed in the grant application.
- Attend periodic grant partner meetings.
- Enter into an agreement with the Pinellas County for the provision of project services under the grant.
- Participate in BJA-approved visits and technical assistance meetings and events.
- Provide all required and necessary information for BJA required grant reporting.

The Sixth Judicial Circuit State Attorney's Office

The State Attorney's Office will:

- Initiate drug court eligibility determination of each defendant based on established criteria and assign participants accordingly.

- Represent the State’s interest and participate in all drug court team meetings, including in case staffing, formulating responses to program violations, and continuation of participant enrollment.
- Participate in community and stakeholder education on program effectiveness.
- Attend periodic grant partner meetings.
- Participate in BJA-approved visits and technical assistance meetings and events.

The Sixth Judicial Circuit Public Defender’s Office

The Public Defender’s Office will:

- Represent their clients’ interests by informing them of all associated legal aspects to their cases, including the purpose of the drug court program, participation rules, and the consequences of program failure.
- Attend all drug court team meetings and take part in case staffing in order to optimize participant success.
- Participate in community and stakeholder education on program effectiveness.
- Attend periodic grant partner meetings.
- Participate in BJA-approved visits and technical assistance meetings and events.

The Sixth Judicial Circuit Court – Pinellas

Sixth Judicial Circuit will:

- Continue to provide an Adult Drug Court docket and assigned judge.
- Utilize existing case managers to assist with Adult Drug Court calendar coordination, case flow at hearings, and treatment monitoring.
- Provide staff to manage the Adult Drug Court Discretionary Grant project, facilitate communication between partners, hold periodic grant meetings, coordinate data collection, attend required BJA meetings and trainings, and report required data to Pinellas County Government.
- Continually assess drug court policy for effectiveness in implementation using best practices and Florida law to guide policy decisions.
- Participate in BJA-approved visits and technical assistance meetings and events.
- Provide all required and necessary information for BJA grant reporting.

3) BJA Adult Drug Court Discretionary Grant Program FY23 Application

The grant project partners worked together to determine the roles each partner would play and coordinated all information for the application through the Adult Drug Court Manager. Project partner CRL wrote the application narrative. All funded parties agreed to their respective budget allocations.

4) Timeline

The roles and responsibilities described above are contingent on Pinellas County Government receiving a grant award for this project by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

This MOU is effective on the date that the last of the parties becomes a signatory. The parties may extend the MOU upon written mutual agreement. This MOU automatically terminates on September 30, 2027, or upon completion of the project, whichever occurs earlier, unless the project is extended by BJA. A party may withdraw from the MOU 30 days after providing written notice to each of the remaining signatories. To the extent possible, the remaining signatories will strive to meet the goals and objectives of the MOU and of the Adult Drug Court Project and shall adhere to the evidence-based program principles included in the National Association of Drug Court Professionals (NADCP) drug court standards and the 10 key components.

Upon termination, the withdrawing Party shall return all funds received that are determined by Pinellas County to have not been expended for a purpose provided for within the Roles and Responsibilities, Section 2 of this Agreement.

5) Miscellaneous

- a) The parties will enter into subsequent agreements as necessary in order to comply with Federal Agency grant requirements including those provided for in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b) There shall be no modification of this Agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the Parties and incorporated as a written amendment to this Agreement.
- c) It is hereby mutually agreed that the Parties are independent contractors and not employees or agents of each other.
- d) Each Party shall comply with all federal, state, and local laws and ordinances and any rules or regulations adopted thereafter.
- e) The laws of the State of Florida shall govern this Agreement.

6) Liability

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either Pinellas County or any public body. Nothing herein shall be construed as consent by Pinellas County or any public body to be sued by third parties in any manner arising out of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2023.

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

**PINELLAS COUNTY, Florida,
Acting by and through its County Administrator**

By: 
Barry A. Burton, County Administrator

Date: March 6, 2023

ATTEST:

Center for Rational Living

By: _____

By: B. J. McSwain

Title: Director

Date: 3/6/23

ATTEST:

By: Dean Maggini

Sixth Judicial Circuit State Attorney

By: Bruce Bartlett

Title: State Attorney

Date: 3-3-2023

ATTEST:

By: _____

Sixth Judicial Circuit Public Defender

By: Sara B. Mollo

Title: Public Defender

Date: 3/06/2023

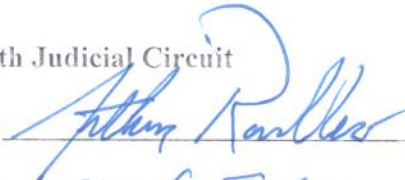
ATTEST:

By:



Sixth Judicial Circuit

By:



Title:

Chief Judge

Date:

3/6/23