

**BOARD OF COUNTY  
COMMISSIONERS**

Dave Eggers  
Pat Gerard  
Charlie Justice  
Janet C. Long  
John Morroni  
Karen Williams Seel  
Kenneth T. Welch



BY HAND DELIVERY

DATE: June 29, 2016  
TO: James Bachteler  
Board Records  
FROM: Marie Kingsbury *MK*  
Human Services, Justice Coordination  
RE: Amendment Two to Agreement with Sixth Judicial Circuit  
For Drug Court Expansion Program Division Z

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Enclosed is the now fully signed original of the Amendment Two to the Agreement with the Sixth Judicial Circuit for the Drug Court Expansion Program. Please enter into the Board Records.

Thank you for your attention in this matter.

Enclosure

2016 JUN 30 AM 11:39  
P. C. YET  
S. A. D. O.  
COUNTY CLERK  
PINELLAS COUNTY FLORIDA

Justice Coordination  
440 Court Street, 2nd Floor  
Largo, FL 33756  
Main Office: (727) 453-7441  
FAX: (727) 464-8490

[www.pinellascounty.org](http://www.pinellascounty.org)



**AMENDMENT TWO TO AGREEMENT WITH THE SIXTH JUDICIAL CIRCUIT  
FOR DRUG COURT EXPANSION PROGRAM  
IN PINELLAS COUNTY, FLORIDA**

**THIS** is the second amendment to the agreement (“Agreement”) between the Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, Florida, (“Court”) and Pinellas County, a political subdivision of the State of Florida (“County”), which was fully signed on July 1, 2015, and first amended on August 18, 2015. This amendment renews the agreement through June 30, 2017. To accomplish this, the parties agree to the following modifications to the Agreement:

1. Paragraph 1. of **SCOPE OF SERVICES** is amended to read as follows:

1. From the Legislative Funds,

- a. The Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program in Pinellas County for the period of July 1, 2015, through June 30, 2016, including expenditures for personnel in the County’s Human Services Department, Justice Coordination Budget, for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the contract period shall not exceed \$950,000.00, and is contingent upon the availability of funds appropriated by the Florida Legislature and the Court’s approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County’s contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law.
- b. The Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program in Pinellas County for the period of July 1, 2016, through June 30, 2017, including expenditures for personnel in the County’s Human Services Department, Justice Coordination Budget, for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the contract period shall not exceed \$659,524.00, and is contingent upon the availability of funds appropriated by the Florida Legislature and the Court’s approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County’s contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law.

2. Paragraph 5. of **BUDGET AND INVOICING PROCEDURES** is amended to read as follows:

5. Contingent upon the appropriation of Legislative Funds by the Court, the County will pay all treatment providers administering services to offenders in the Drug Court Expansion

Program prior to reporting the expenditure to the Court for reimbursement. The County will submit monthly invoices to the Sixth Judicial Circuit's Trial Courts Administrator or her designee for review. Invoices will be submitted by the 20th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Final invoices for expenses incurred from July 1, 2015 through June 30, 2016 must be received no later than 30 days after June 30, 2016. Final invoices for expenses incurred from July 1, 2016, through June 30, 2017, must be received no later than 30 days after the termination date of this Agreement.

3. Paragraph 13.b. is amended to read as follows:

The County designates Deborah Berry to act as its point of contact.

4. Paragraph 15. **EFFECTIVE DATE** is amended to read as follows:

15. This Agreement shall be effective from July 1, 2015, until June 30, 2017, or until Legislative Funds cease, or until the Parties terminate the Agreement. This Agreement may be renewed for additional terms, contingent upon the Florida Legislature's appropriation of additional funds to the Court for the Drug Court Expansion Program and the written agreement of the Parties.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

**ACCORDINGLY**, the parties hereto, through their lawful representative(s), hereby agree to the terms of this **AMENDMENT TWO TO AGREEMENT WITH THE SIXTH JUDICIAL CIRCUIT FOR DRUG COURT EXPANSION PROGRAM IN PINELLAS COUNTY, FLORIDA** on this 28<sup>th</sup> day of June, 2016.

**Attest:**  
**KEN BURKE, CLERK OF THE  
CIRCUIT COURT**

  
\_\_\_\_\_  
Deputy Clerk

**SIXTH JUDICIAL CIRCUIT COURT**

  
\_\_\_\_\_  
Gay L. Inskip, Trial Courts Administrator


Date: 6/28/16

**PINELLAS COUNTY, FLORIDA, acting  
by and through its Board of County  
Commissioners**

  
\_\_\_\_\_  
Chairman

Date: 6-21-16

**APPROVED AS TO FORM**

By:   
\_\_\_\_\_  
Office of the County Attorney