

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE
PINELLAS COUNTY PUBLIC DEFENDER FOR
A THERAPIST AT READY FOR LIFE**

THIS AGREEMENT is made and entered into this 18 day of January 2019, ~~2018~~ by and between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter called the "COUNTY", and Bob Dillinger, Public Defender for the Sixth Judicial Circuit, an independent constitutional officer for Pinellas County (hereinafter called "PD").

W I T N E S S E T H:

WHEREAS, the PD participates in a Juvenile Crossover Court program that serves foster children aging out of the Foster Care System that are residents of the COUNTY; and

WHEREAS, the COUNTY desires to supplement the funding received by the PD to assist Foster Children in COUNTY,

WHEREAS, Ready for Life, Inc., is a not-for-profit who serves youth in Pinellas County that have transitioned or are preparing to transition from the Foster Care System,

WHEREAS, the best interests of the COUNTY and the PD are served by making efficient use of existing expertise and resources; and

WHEREAS, both the COUNTY and the PD have the authority to enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Scope of Services

The PD shall:

- a) Provide one (1) Masters Level Therapist to serve youth aging out of the Foster Care System and being served by Ready for Life, Inc. (Exhibit 1 Attached)
- b) Provide services in a manner consistent with expenditures required for maintenance of this program (Exhibit 1 attached).
- c) Inform the COUNTY in a timely manner of any circumstances or events which may reasonably jeopardize the ability to meet PD's obligations under this Agreement.

2. Time and Performance

The services of the PD shall commence retroactive to October 1, 2018, and shall be completed no later than September 30, 2019.

3. Compensation

- a) The COUNTY shall deposit into the Grants and Donations Trust Fund of the Public Defender, Sixth Judicial Circuit's state budget, the sum of \$75,000 to be used to fund one (1) position listed in the budget narrative for this program (Exhibit 1 attached).
- b) The COUNTY and PD shall retain all records relating to this Interlocal Agreement for three (3) years after final payment is made. All records shall be subject to audit by the COUNTY.

4. Termination

- a) The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to PD, or with cause if at any time PD fails to fulfill or abide by any of the terms or conditions specified. Failure of PD to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the County.
- b) In the event of termination without cause, the County shall notify PD and the Agreement shall terminate on the last day of the month in which the thirty (30) day notice referred to above expires without penalty or expense to the County.
- c) In the event PD shall use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, PD shall, at the option of the County, repay such amount and be deemed to have waived the privileges of receiving funds under this Agreement.
- d) Upon termination, the PD shall return all funds received that are determined by the County to have not been expended for a purpose provided for within the Scope of Services as provided for in Section 1 of this Agreement.

5. Indemnification

The COUNTY and PD 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 to be intended to serve as a waiver of sovereign immunity by either the COUNTY or PD. Nothing herein shall be construed as consent by the COUNTY or PD to be sued by third parties in any manner arising out of this Agreement.

6. Assignments

The PD shall not assign the responsibility of this Agreement to another party without prior written approval of the COUNTY. No such approval by the COUNTY of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the COUNTY in addition to the reimbursement obligation stated in this AGREEMENT. All such assignments shall be subject to the conditions of this Agreement and to any conditions of approval that the COUNTY shall deem necessary.

7. Renewal

The PD and the COUNTY reserve the right to renew this Interlocal Agreement for up to three additional one-year terms.

8. Waiver

Both parties reserve the right to waive requirements of this Agreement and general conditions where warranted by special circumstances.

9. Amendments

No amendments to this Agreement may be made without prior written approval of the PD and the COUNTY.

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

PINELLAS COUNTY, FLORIDA by and through its County Administrator

 

By: _____
Barry Burton, County Administrator

APPROVED AS TO FORM

By:  _____
Office of the County Attorney

Bob Dillinger, Public Defender for the Sixth Judicial Circuit

By:  _____
Bob Dillinger, Public Defender