

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE
PINELLAS COUNTY PUBLIC DEFENDER FOR
JAIL DIVERSION RECOVERY PROGRAMS**

THIS AGREEMENT is made and entered into this th 25 day of September, 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, there is an increased emphasis on providing alternatives to incarceration of non-violent criminal offenders; and

WHEREAS, the COUNTY desires to supplement the funding received by the PD for the expansion of programs to allow the Public Defender to intervene for jail diversion with the Recovery Programs,

WHEREAS, the PD has coordinated the development of programs of this nature; and

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 services relative to the Public Defender Intervention and Recovery Programs for Jail Diversion, Chronic Inebriate, and Incompetent to Proceed in Pinellas County (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 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 \$806,560.00. Of this amount, \$140,580.00 will be used to fund two community care manager positions for the Incompetent to Proceed Program (Exhibit 1 attached). The remaining \$626,750.00 will be used for counseling, housing, laboratory, transportation, and general assistance services for the Recovery Program (Exhibit 1 attached).
- b) The PD shall submit invoices to the COUNTY for other approved expenses under this agreement, a sum not to exceed \$39,230.00 listed in the budget narrative for this program (Exhibit 1 attached).
- c) 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.

<< Signatures on following page>>

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 Board of County Commissioners

By: Kenneth T. Welch
Kenneth T. Welch, Chair

ATTEST: KEN BURKE, CLERK

By: Alone F. Smith
Deputy Clerk

Bob Dillinger, Public Defender for the Sixth Judicial Circuit

By: Bob Dillinger
Public Defender

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Public Defender Intervention
for Incompetent to Proceed (ITP) Misdemeanants
FY 2018-2019
Budget and Narrative

Salary and Benefits - \$140,580

2 community care manager positions (these positions will increase the number of positions within the PD office)

Annual Salary	\$46,458.00
Retirement (5.94%)	\$3,679.81
FICA (7.65%)	\$3,554.03
Life Insurance	
3.58/mo x 12	\$ 42.96
Health Insurance	
<u>1,379.60/mo x 12</u>	<u>\$16,555.20</u>
Total	\$70,290 x 2 positions = \$140,580

Expenses - \$39,230

Expenses associated with the managers will include items such as:

Mileage associated with transporting clients to linkage services, appointments, initial housing @ 44.5 cents per mile x 800 miles/month = \$356 x 12 months x 2 managers =\$8,544

Contingency fund for emergency needs, client needs and incentives: Items such as, but not limited to medication, public transportation when necessary, gift cards for hygiene items, emergency clothing items as needed, emergency temporary housing as needed, etc. This fund would also include incentive items to be used as a motivator for clients to complete a treatment plan or keep an appointment. Clients who are "not interested" in receiving services may be more inclined if an incentive or reward is offered. These items would be minimal in nature, such as a \$20 gift card at a local deli/general merchandise store. Earmarked for this fund: \$30,686

Budget Total	
Salary and Benefits	\$140,580
Expenses	<u>\$ 39,230</u>
Total Budget	\$179,810