

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

THIS AGREEMENT is made and entered into this 17 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, 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. Section 1 of the original agreement "Compensation is hereby amended and restated as follows:
 - 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 \$841,560.00 allocated as follows and as detailed in Exhibit 1 attached hereto and incorporated by reference herein:
 - i. \$661,750.00 will be used for counseling, housing, laboratory, transportation, and general assistance services for the Recovery Program.
 - ii. \$140,580.00 will be used to fund two community-care manager positions for the Incompetent to Proceed Program.
 - iii. \$39,230.00 for which the PD shall submit invoices to the COUNTY for other approved expenses under this agreement listed in Exhibit 1.

- 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.
- 2. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

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 Board of County Commissioners


By: 
Barry A. 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