

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE
PINELLAS COUNTY PUBLIC DEFENDER FOR
CASE MANAGER JAIL DIVERSION PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 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, 2019, and shall be completed no later than September 30, 2020.

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 \$72,000 to be used to fund one 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

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

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: _____
Karen Williams Seel, Chair

Bob Dillinger, Public Defender for the Sixth Judicial Circuit

By:  _____
Public Defender

APPROVED AS TO FORM


By:  _____
Office of the County Attorney

Exhibit 1
Jail Diversion Case Manager

Personnel Budget Request FY 2019-2020

<u>Personnel</u>		
Case Manager (1 FTE)	\$38,396.28/year \$3199.69 mo. x 12	\$38,396.28
(Salary)		\$38,396.28
<u>Fringe</u>		
FICA 7.65%	\$244.78 mo. x 12	\$2937.36
Worker's Compensation 2.5%	\$0	\$0
Unemployment		
Insurance-Health	\$1473.18 x 12	\$17,678.16
Life Insurance	\$3.58/mo. x 12	\$42.96
Retirement	8.26% of Eligible Salaries \$264.29 x 12	\$3171.48
Fringe		\$23,829.96
Salary and Fringe		\$62,226.24

ITEM	RATE	COST	GRAND TOTAL
General Office Supply	\$55/mo. x 12 mo.	\$660	
Postage	\$37/mo. x 12 mo.	\$444	
Laptop Computer	\$900	\$900	
Printer	\$300	\$300	
Copies	9,000 x .15/copy	\$1350	
Cell Phone	\$66.20/mo. x 12 mo.	\$794.40	
Mileage	\$431.01 x 12 mo.	\$5172.12	
	Total	\$9620.52	\$71,846.76

Budget Round-up: \$72,000

The Case Manager will assist Jail Diversion clients. Duties include transporting clients from jail to treatment programs after taking them to probation. Additional services will include connecting clients to local agencies that will help with permanent housing, jobs, medical/dental needs, and food banks, resulting in less recidivism and homelessness. The Case Manager will have a caseload of 25 to 35 clients.

Unfortunately, those without adequate housing end up going to shelters, which “the average cost to shelter a homeless individual in Pinellas County is \$2,545 per month, or \$30,540 per year.”¹ Other cost that can be incurred would include unpaid emergency room visits. The average cost for an emergency room visit across all payer types is \$4,143.² The Case Manager could potentially save the county almost \$200,000 (6 months at a shelter for 10 people would cost \$152,700 and 1 ER visit for those same 10 clients would cost \$41,430) in housing and medical cost if just 10 applicants were approved.

¹ Gwendolyn C. Warren, *Update on The Economic Impact of Poverty Report for the Pinellas County Board of County Commissioners 2013,26*

² Ibid, 29