

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE
PINELLAS COUNTY PUBLIC DEFENDER**

Legistar ID Number: 22-1317A

THIS INTERLOCAL AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and Sara Mollo, Public Defender for the Sixth Judicial Circuit, an independent constitutional officer for Pinellas County (hereinafter called "**PUBLIC DEFENDER**").

WITNESSETH:

WHEREAS, the **COUNTY** desires to supplement the funding received by the **PUBLIC DEFENDER** for the expansion of programs to allow the **PUBLIC DEFENDER** to intervene for Jail Diversion, including recovery services; and

WHEREAS, the **COUNTY** desires to supplement the funding received by the **PUBLIC DEFENDER** to address the high turnover rate for Case Managers serving Foster Children in **COUNTY**; and

WHEREAS, the **PUBLIC DEFENDER** is committed to serving youth in Pinellas County that has transitioned or preparing to transition from the Foster Care System; and

WHEREAS, Florida Statute 29.008 requires the **COUNTY** to furnish information technology services to the **PUBLIC DEFENDER** in the form of computers, peripherals, and support for this equipment; and

WHEREAS the **COUNTY**, the **PUBLIC DEFENDER**, the Sixth Judicial Circuit State Attorney, Sixth Judicial Circuit Florida State Courts, and community partners, entered into a Memorandum of Understanding dated January 14, 2022, with the intent to seek funding to establish a mental health court in Pinellas County and funding was received December 7, 2021;

WHEREAS, the **COUNTY** recognizes that the **PUBLIC DEFENDER** is providing an essential service within the community; and

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas General Fund to assist the justice system within Pinellas County; and

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

WHEREAS, both the **COUNTY** and the **PUBLIC DEFENDER** have the authority to enter into an **Agreement** pursuant to Section 163.01, Florida Statutes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

a. The **PUBLIC DEFENDER** will operate the Mitigation, Advocacy, and Treatment Team (MATT) Department. This Department of the Public Defender’s Office is comprised of a team of Attorneys, Mitigation Specialists, Disposition Specialists, and other individuals dedicated to the advocacy of behavioral health needs for Public Defender clients.

i. Personnel: Funding will support approximately three (3) full-time Mitigation Specialists/Therapists and approximately three (3) full-time Disposition Specialists/Case Managers to staff MATT. MATT employees will serve eligible **PUBLIC DEFENDER** clients in need of specific services to support diversion and incompetent to proceed initiatives due to barriers including, but not limited to mental illness, intellectual disabilities and autism, substance use disorder, chronic inebriation, and homelessness. The **PUBLIC DEFENDER** will determine the

physical office location of these positions.

- ii. Services: The **PUBLIC DEFENDER** will provide MATT clients with services, including but not limited to, counseling, housing, transportation, court compliance, medical, psychiatric, and dental care, documentation support, vocational, social, and basic needs support. Funding will also assist with additional incidental needs that may arise as well as allow for training, continuing education, and certification for MATT personnel. These services are intended to reduce recidivism, homelessness, and the need for emergency care in Pinellas County.

b. The **PUBLIC DEFENDER** will provide support for children in foster care children with criminal justice engagement, commonly referred to Crossover Youth. Funding will support approximately two (2) full-time juvenile case managers and one (1) master's level therapist to assist with foster children currently involved in and/or aging out of the system in Pinellas County. The **PUBLIC DEFENDER** will determine the physical office location of these positions.

c. The **PUBLIC DEFENDER** will provide a state employee to perform necessary information technology services including on-site installation and support services for computer equipment and peripherals purchased by the **COUNTY**. Funding will support one (1) full-time employee position.

d. The **PUBLIC DEFENDER** will provide support for clients through the Mental Health Court Pilot Program. Funding will provide the **PUBLIC DEFENDER** clients engaged in the Mental Health Court Pilot Program with services, including but not limited to, counseling, housing, transportation, court compliance, medical, psychiatric, and dental care, documentation support, vocational, social, and basic needs support.

1. Term of Agreement.

a. The term of this Agreement commences upon execution of this Agreement by both parties and shall expire on September 30, 2025. Following the commencement of this Agreement, funding may be paid in accordance with the budget appropriation for each fiscal year period starting October 1, 2022. Compensation will adjust annually as adopted by the Board of County Commissioners in the **PUBLIC DEFENDER's** annual budget appropriation and in accordance with Section 2 below.

b. Parties reserve the right to renew this Agreement for up to one (1) additional twenty-four (24) month term, which shall be mutually agreed upon in writing by the Parties

2. Compensation.

The total annual amount for professional services under this Agreement shall not exceed a maximum amount of One Million Six Hundred Twenty-Eight Thousand Seven Hundred Ten (\$1,628,710.00) Dollars. The approximate funding allocation across program areas is listed below and detailed in Appendix A incorporated herein by reference subject to final appropriation by the Board of County Commissioners each year in alignment with the Office of Management & Budget (OMB) and the Pinellas County Adopted Budget:

- \$661,760.00 for MATT program services
- \$242,640.00 for three (3.0 FTE) MATT Case Managers
- \$246,500.00 for three (3.0 FTE) MATT Mental Health Professionals
- \$39,230.00 for MATT program supplies
- \$161,050.00 for two (2.0 FTE) Juvenile Crossover Case Managers
- \$86,590.00 for one (1.0 FTE) Ready for Life Therapist
- \$90,940.00 for one (1.0 FTE) Information Technology Position
- \$100,000.00 for Mental Health Court Support

Any amendments to the budget appropriation impacting the above programs shall be coordinated through OMB in accordance with Pinellas County budget guidelines and approvals with notice to the incorporated Contract Liaison.

The parties reserve the right to adjust future fiscal year(s) compensation amounts in writing by mutual Agreement of the Parties without the need to further amend this Agreement pursuant to the annual adopted **PUBLIC DEFENDER**'s budget. In the event the annual compensation changes, payment and invoice amounts contained herein shall be adjusted accordingly.

3. Data Collection and Performance Measures.

The **COUNTY** may require reporting from **PUBLIC DEFENDER** as determined necessary to effectively administer and assess contract performance. This may include, but is not limited to, additional outcomes and success information and other program-related reports.

4. HIPAA, Information Sharing, and Care Coordination

a. The **PUBLIC DEFENDER** understands and agrees that the **COUNTY**, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. The **PUBLIC DEFENDER** (Business Associate) agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security, and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **PUBLIC DEFENDER** shall disclose any policies, rules or regulations enforcing these provisions upon request.

c. The **PUBLIC DEFENDER** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).

d. The **PUBLIC DEFENDER**, as the Business Associate, shall make available to the **COUNTY** any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the **PUBLIC DEFENDER**, and conducting financial and program operational audits. The **PUBLIC DEFENDER** shall comply with requests from the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. The **PUBLIC DEFENDER** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The **COUNTY** shall be entitled to make and retain possession of copies of any treatment plans, records, reviews, and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the **PUBLIC DEFENDER** shall not restrict the **COUNTY** from such possession.

e. The **PUBLIC DEFENDER** shall develop Data Sharing Agreements and/or Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care.

f. As appropriate, **PUBLIC DEFENDER** shall ensure that clients complete releases of information (ROI) upon program enrollment. The **PUBLIC DEFENDER** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general

medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, and substance abuse information from the medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

5. Optimal Data Set (ODS).

In 2019, the **COUNTY** initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making. In support of the ODS and optimizing the behavioral health system of care in Pinellas County, the **PUBLIC DEFENDER** agrees to work with its eligible behavioral healthcare providers to have them submit data in support of the ODS, on a regular basis. Additionally, the **PUBLIC DEFENDER** agrees to actively participate in the ongoing development and updating of the ODS, key performance indicators, dashboard and data reviews, and behavioral health system improvement discussions.

6. Coordinated Access Model (CAM).

a. As a condition of receipt of a funding award from the **COUNTY**, the **PUBLIC DEFENDER** agrees to actively participate in the Coordinated Access Model (CAM), including complying with the following and/or requiring behavioral health subcontractors to comply with the following:

- i. List behavioral health program information in the CAM database.
- ii. Execute any necessary participation or data-sharing agreements for CAM operation.
- iii. Provide the CAM Administrator with regular program updates to ensure current information is available regarding eligibility criteria, capacity, and service

availability. This will include participation in real-time or live scheduling, when available from the CAM Administrator, and accepting referrals from the CAM for clients eligible for program services, contingent upon program capacity.

- iv. Accept referrals from the CAM for clients eligible for program services.
- v. Participate in regular meetings as requested by the CAM Administrator.

b. The **COUNTY** may request documentation that verifies compliance with this Section.

7. Data Collaborative.

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **PUBLIC DEFENDER** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this Agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **PUBLIC DEFENDER** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

8. Personnel

a. Qualified Personnel. The **PUBLIC DEFENDER** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement.

b. Approval and Replacement of Personnel. The **COUNTY** shall have the right to approve all **PUBLIC DEFENDER** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The **PUBLIC DEFENDER** shall provide the names and

qualifications of the **PUBLIC DEFENDER** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10 days) of execution of this Agreement. Thereafter, during the term of this Agreement, the **PUBLIC DEFENDER** shall promptly and as required by the **COUNTY** provide written notice of the names and qualifications of any additional **COUNTY** Personnel assigned to perform Services. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **PUBLIC DEFENDER** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **PUBLIC DEFENDER** in writing in the event the **COUNTY** requires such action. The **PUBLIC DEFENDER** shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **PUBLIC DEFENDER** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **PUBLIC DEFENDER** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

c. The **PUBLIC DEFENDER** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. The Public Defender
- ii. Budget Director
- iii. **PUBLIC DEFENDER** staff paid for in full or in part under this Agreement and related statements of work

9. Monitoring.

a. The **PUBLIC DEFENDER** will comply with the **COUNTY** and departmental policies and procedures.

b. The **PUBLIC DEFENDER** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, and programmatic documents, and will provide related information at any reasonable time.

c. The **PUBLIC DEFENDER** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. The **PUBLIC DEFENDER** shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the **PUBLIC DEFENDER's** receipt of the monitoring report.

e. If the **PUBLIC DEFENDER** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **PUBLIC DEFENDER**.

f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

10. Special Situations.

The **PUBLIC DEFENDER** agrees to inform the **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability

to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage, or public reaction that may have an impact on the **PUBLIC DEFENDER**'s or the **COUNTY**'s ability to protect and serve its participants, or other significant effects on the **PUBLIC DEFENDER** or the **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

11. Amendment/Modification.

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

12. Termination.

a. The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **PUBLIC DEFENDER** in writing of the intention to cancel. Failure of the **PUBLIC DEFENDER** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **PUBLIC DEFENDER** shall be given thirty (30) days to cure said breach. If the **PUBLIC DEFENDER** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **PUBLIC DEFENDER**.

b. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **PUBLIC DEFENDER** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

c. In the event the **PUBLIC DEFENDER** uses any funds provided by this Agreement

for any purpose or program other than authorized under this Agreement, the **PUBLIC DEFENDER** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

13. Assignment/Subcontracting.

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b. The **PUBLIC DEFENDER** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **PUBLIC DEFENDER** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

14. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the **COUNTY** reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

15. Indemnification.

The **COUNTY** and **PUBLIC DEFENDER** are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence, and their respective agents/employees' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by either the **COUNTY** or **PUBLIC DEFENDER**. Nothing

herein shall be construed as consent by the COUNTY or **PUBLIC DEFENDER** to be sued by any third parties for any cause or matter arising out of or related to this Agreement.

16. Business Practices.

a. The **PUBLIC DEFENDER** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b. The **PUBLIC DEFENDER** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement, for three (3) years after final payment is made or, for grant-assigned County-funded staff or resources, the length of time indicated in the grant's record retention requirements, whichever is longest.

c. All **PUBLIC DEFENDER** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **PUBLIC DEFENDER** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

17. Public Records.

The **PUBLIC DEFENDER** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **PUBLIC DEFENDER** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **PUBLIC DEFENDER** policies, including but not limited to Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the **PUBLIC DEFENDER** to perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **PUBLIC DEFENDER** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **PUBLIC DEFENDER** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **PUBLIC DEFENDER** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **PUBLIC DEFENDER** keeps and maintains public records upon completion of the contract, the **PUBLIC DEFENDER** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY's** public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE PUBLIC DEFENDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PUBLIC DEFENDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

18. Nondiscrimination.

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights. The **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. The **PUBLIC DEFENDER** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

c. The **PUBLIC DEFENDER** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

d. The **PUBLIC DEFENDER** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

e. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **PUBLIC DEFENDER**.

19. Conflicts of Interest.

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. The **PUBLIC DEFENDER** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **PUBLIC DEFENDER** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **PUBLIC DEFENDER** may identify the prospective business association, interest or circumstance, the nature of work that the **PUBLIC DEFENDER** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **PUBLIC DEFENDER**. The **COUNTY** agrees to notify the **PUBLIC DEFENDER** of its opinion within ten (10) calendar days of receipt of notification by the **PUBLIC DEFENDER**, which shall be binding on the **PUBLIC DEFENDER**.

20. Independent Contractor.

It is expressly understood and agreed by the parties that the **PUBLIC DEFENDER** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **PUBLIC DEFENDER** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **PUBLIC DEFENDER**.

21. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by federal and state law and applicable federal and state rules and regulations. The **PUBLIC DEFENDER** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **PUBLIC DEFENDER** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

22. Governing Law.

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

23. Conformity to the Law.

The **PUBLIC DEFENDER** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

24. E-VERIFY

a. The **PUBLIC DEFENDER** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **PUBLIC DEFENDER** shall submit an affidavit of compliance with this section at the start of this Agreement.

b. If the **PUBLIC DEFENDER** enters into a contract with a Subcontractor, the Subcontractor must provide the **PUBLIC DEFENDER** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, the **PUBLIC DEFENDER**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **PUBLIC DEFENDER** otherwise complied with this provision, the **COUNTY** will notify the **PUBLIC DEFENDER** and order that the **PUBLIC DEFENDER** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **PUBLIC DEFENDER** acknowledges upon termination of this Agreement by the **COUNTY** for violation of this section by the **PUBLIC DEFENDER**, the **PUBLIC DEFENDER** may not be awarded a public contract for at least one (1) year. The **PUBLIC DEFENDER** acknowledges that the **PUBLIC DEFENDER** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **PUBLIC DEFENDER** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **PUBLIC DEFENDER** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

25. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for the Agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

26. Agreement Management and Notice.

All notices and other communications referred to and required herein must either be given by US Postal Service mail or Email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via Email shall be the date of receipt, provided such receipt has been confirmed by the recipient. Each party must advise the other parties of any status change concerning this Notice section.

Pinellas County Human Services designates the following person(s) as the liaison for the
COUNTY:

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

PUBLIC DEFENDER designates the following person(s) as the liaison:

Robert Capriotti, Budget Director
Public Defender Sixth Judicial Circuit
14250 49th Street North,
Clearwater, Florida 33762

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



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

By:

Charlie Justice
Charlie Justice, Chairman

ATTEST: KEN BURKE, CLERK

By:

Ken Burke

Date: October 25, 2022.

Sara Mollo, Public Defender
for the Sixth Judicial Court

By:

Sara Mollo

Title:

Public Defender

Date:

9/22/22

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

Appendix A: Annual Budget

ANNUAL BUDGET: POSITIONS \$827,720.00					
	JUVENILE THERAPIST	JUVENILE CROSSOVER CASE MANAGER	MATT MENTAL HEALTH PROFESSIONAL	MATT CASE MANAGER	IT POSITION
SALARY					
	\$ 49,099.50	\$ 43,941.31	\$ 54,103.00	\$ 44,246.40	\$ 61,556.79
FRINGE					
FICA	\$ 3,756.11	\$ 3,361.51	\$ 4,138.88	\$ 3,384.85	\$ 4,709.09
Health Ins	\$ 18,468.00	\$ 18,468.00	\$ 18,468.00	\$ 18,468.00	\$ 18,471.84
Life Ins	\$ 42.96	\$ 42.96	\$ 42.96	\$ 42.96	\$ 42.96
Retirement	\$ 4,909.95	\$ 4,394.13	\$ 5,410.30	\$ 4,424.64	\$ 6,155.58
SUBTOTAL	\$ 76,276.52	\$ 70,207.91	\$ 82,163.14	\$ 70,566.85	\$ 90,936.26
OTHER					
Off Supplies	\$ 660.00	\$ 660.00	\$ -	\$ 660.00	\$ -
Postage	\$ 480.00	\$ 480.00	\$ -	\$ 480.00	\$ -
Laptop	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -
Printer	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -
Copies	\$ 1,350.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -
Cell	\$ 794.40	\$ 794.40	\$ -	\$ 794.40	\$ -
Mileage	\$ 5,478.72	\$ 5,478.72	\$ -	\$ 5,478.72	\$ -
SUBTOTAL	\$ 10,313.12	\$ 10,313.12	\$ -	\$ 10,313.12	\$ -
TOTAL (Actual)	\$ 86,589.64	\$ 80,521.03	\$ 82,163.14	\$ 80,879.97	\$ 90,936.26
TOTAL per FTE (Budget)	\$ 86,590.00	\$ 80,525.00	\$ 82,166.67	\$ 80,880.00	\$ 90,940.00
TOTAL FTEs	1.0	2.0	3.0	3.0	1.0
POSITIONS TOTAL	\$ 86,590.00	\$ 161,050.00	\$ 246,500.00	\$ 242,640.00	\$ 90,940.00

ANNUAL BUDGET: SERVICES \$800,990.00	
DESCRIPTION	BUDGET
Mental Health Court Support	\$ 100,000.00
MATT Program Services	\$ 661,760.00
MATT Program Supplies	\$ 39,230.00
SERVICES TOTAL	\$ 800,990.00

TOTAL ANNUAL BUDGET
\$1,628,710.00