

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

THIS AGREEMENT (Agreement), 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 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. Term of Agreement

The services of the PD shall commence October 1, 2020 and shall be completed no later than September 30, 2021.

3. Compensation

- a) The COUNTY shall contribute **\$854,660.00** on behalf of the Public Defender, Sixth Judicial Circuit for the Diversion and Recovery Programs which shall be allocated as follows:
 - i) The COUNTY shall deposit into the Grants and Donations Trust Fund of the Public Defender state budget, the sum of **\$153,680.00** to fund two community care manager positions for the Incompetent to Proceed Program.
 - ii) The remaining balance of **\$700,980** will be deposited into a COUNTY budget to fund the following program expenses: **\$661,750.00** will be used for counseling, housing, laboratory, transportation, and general assistance services for the Recovery Program and **\$39,230.00** for other approved expenses for the Incompetent to Proceed Program (as provided in Exhibit 1 attached hereto.) The PD shall submit invoices to the COUNTY for approved expenses under this agreement.
- 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. Cancellation

- a) If the PD fails to fulfill or abide by any of the provisions of this Agreement, PD shall be considered in material breach of the Agreement. Where the COUNTY determines that a material breach can be corrected, PD shall be given thirty (30) days to cure said breach. If PD 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, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the PD.
- b) In the event the PD uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the PD 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.
- c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the COUNTY shall notify the PD 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.

5. Indemnification

The COUNTY and PD 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 PD. Nothing herein shall be construed as consent by the COUNTY or PD to be sued by any third parties for any cause or matter arising out of or related to this Agreement.

6. Assignments

The PD shall not assign the responsibility of this Agreement to another party without prior written approval of the COUNTY. Any such approval by the COUNTY shall not be deemed to provide for the incurrence of any additional obligation by the COUNTY not stated in this AGREEMENT. All such assignments shall be subject to the conditions of this Agreement and to any subsequent conditions the COUNTY may require.

7. Renewal

The PD and the COUNTY reserve the right to renew this Interlocal Agreement for up to three additional one-year terms as mutually agreed upon in writing by both parties.

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 unless mutually agreed upon in writing by the PD and the COUNTY.

10. Governing law and Venue

The laws of the State of Florida shall govern this Agreement and venue shall be in Pinellas County, Florida.

<< Signatures on following page>>

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: Pat Gerard
Pat Gerard, Chair

Date: September 22, 2020

ATTEST: KEN BURKE, CLERK
By: Ken Burke
Deputy Clerk

Bob Dillinger, Public Defender for the Sixth Judicial Circuit

By: Bob Dillinger
Public Defender

Date: 8/28/2020

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

Exhibit 1
Public Defender Jail Diversion Recovery Programs
FY 2020-2021
Budget and Narrative

Recovery Program Services - \$661,750.00

Services include but not limited to: Counseling, Housing, Laboratory testing to include pre-entry physical (Vitals: height, weight, etc. Vision: far, horizontal, color), x-ray chest, Lb Rpr, Tb/PPD & other generally accepted testing, Transportation, Prescriptions-medical & dental, Medicine, Drugs, Surgical supplies, Vouchers for Drivers License and Birth Certificates, Clothing, Food, Hygiene Products, Dental Needs, Eye Exams & Supplies, and other Reasonable and Necessary Needs & Services.

Salary and Benefits - \$153,680

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

Annual Salary	\$49,574.40
Retirement (10%)	\$4,957.44
FICA (7.65%)	\$3,792.44
Life Insurance	
3.58/mo x 12	\$ 42.96
Health Insurance	
<u>1,539.32/mo x 12</u>	<u>\$18,471.84</u>
Total	\$76,839.08 x 2 positions = \$153,678.16
	Budget Round-up 153,680

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

Recovery Programs	\$661,750.00
(Jail Diversion \$411,750)	
(Chronic Inebriate \$250,000)	
ITP Salary and Benefits	\$153,680.00
ITP Expenses	<u>\$ 39,230.00</u>
Total Budget	\$854,660.00