

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE
PINELLAS COUNTY PUBLIC DEFENDER FOR
JAIL DIVERSION AND 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 Sara Mollo, Public Defender for the Sixth Judicial Circuit, an independent constitutional officer for Pinellas County (hereinafter called "PUBLIC DEFENDER").

W I T N E S S E T H:

WHEREAS, there is an increased emphasis on providing alternatives to incarceration for non-violent criminal offenders in an effort to reduce recidivism and promote the safety of the residents of Pinellas County; and

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 with the Recovery Programs,

WHEREAS, the PUBLIC DEFENDER has developed and maintained Diversion and Recovery programs; 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 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 PUBLIC DEFENDER shall:

- a) Provide services through the Diversion and Recovery Program to individuals in Pinellas County in need of mental health and/or substance use treatment, including, but not limited to, the chronic inebriate population and those at risk of being deemed incompetent to proceed. (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 PUBLIC DEFENDER's obligations under this Agreement.

2. Term of Agreement

The services of the PUBLIC DEFENDER shall commence October 1, 2021 and shall be completed no later than September 30, 2022.

3. Compensation

- a) The COUNTY shall contribute **\$858,170.00** on behalf of the PUBLIC DEFENDER, for the Diversion and Recovery Program 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 **\$157,180.00** to fund two mental health professionals for the Diversion and Recovery Program.
 - ii) The remaining balance of **\$700,990.00** will be deposited into a COUNTY budget to fund necessary services to individuals in the Diversion and Recovery Program as well as to fund other approved expenses to maintain the success of the Program. (Exhibit 1 attached).
 - iii) The PUBLIC DEFENDER shall submit invoices to the COUNTY for approved expenses under this agreement.
- b) The COUNTY and PUBLIC DEFENDER 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 PUBLIC DEFENDER fails to fulfill or abide by any of the provisions of this Agreement, PUBLIC DEFENDER shall be considered in material breach of the Agreement. Where the COUNTY determines that a material breach can be corrected, PUBLIC DEFENDER shall be given thirty (30) days to cure said breach. If 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, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the PUBLIC DEFENDER.
- b) 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.
- c) 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.

5. 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.

6. Assignments

The PUBLIC DEFENDER 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 COUNTY and the PUBLIC DEFENDER reserve the right to renew this Interlocal Agreement for 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 PUBLIC DEFENDER 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

APPROVED AS TO FORM
By: Michael A. Zas
Office of the County Attorney

By: _____
Dave Eggers, Chair

Date: _____

Sara Mollo, Public Defender for the Sixth Judicial Circuit

By: Sara Mollo
Public Defender

Date: 9/3/21

Exhibit 1
Public Defender Diversion and Recovery Program
FY 2021-2021
Budget and Narrative

Program Services - \$693,107.00

Services can include but are not limited to: mental health and substance use disorder examinations; inpatient and outpatient mental health and substance use disorder treatment and counseling; therapy; general medical assessment and services to include pre-entry physicals, testing for infectious disease, medical clearance, and x-rays; medical records for transfer of services; services related to dental examination and treatment; eye examination and treatment; surgical and medical supplies; prescription coverage; certification and training expenses associated with ensuring staff is in compliance with generally recognized best practices for diversion and recovery; housing; emergency assistance with costs related to rapid rehousing; vouchers or gift cards for transportation, vocational expenses, and educational tools and expenses; assistance in obtaining and costs associated with government issued identification; gift cards for clothing, food and hygiene products, and other reasonable and necessary needs and services. In addition to the services listed above, this fund would also include incentive items that would be minimal in nature, such as a \$20 gift card at a general merchandise store.

Salary and Benefits - \$157,180

2 mental health professionals for the Diversion and Recovery Program

Annual Salary	\$51,061.63
Retirement (10%)	\$5,106.16
FICA (7.65%)	\$3,906.21
Life Insurance	
3.58/mo x 12	\$ 42.96
Health Insurance	
1,539.23/mo x 12	\$18,470.76
Total	\$78,587.73 x 2 positions = \$157,175.46
	Budget Round-up \$157,180.00

Mileage associated with client transportation, calculated at 44.5 cents per mile x 800 miles/month = \$356 x 12 months x 2 employees = \$8,544

Budget Total

Services	\$692,446.00
Salary and Benefits	\$157,180.00
Mileage	\$ 8,544.00
Total Budget	\$858,170.00