

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE
SIXTH JUDICIAL CIRCUIT PUBLIC DEFENDER FOR THE CRIMINAL JUSTICE,
MENTAL HEALTH, AND SUBSTANCE ABUSE REINVESTMENT GRANT
ROAD TO SUCCESS CROSSOVER YOUTH PROJECT**

THIS AGREEMENT is made and entered into this 23 day of June, 2020, 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").

WITNESSETH:

WHEREAS, there is an increased emphasis on providing diversion alternatives for youth and young adults with substance use, mental health, or co-occurring disorders, and who have been charged with a crime; and

WHEREAS, the COUNTY in collaboration with the PD and Ready for Life, Inc. submitted an application to the Department of Children and Families for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (hereinafter CJMHSA Grant); and

WHEREAS, the COUNTY has been awarded the CJMHSA Grant in response to the collaborative application with the PD and Ready for Life, Inc. and has entered into a Client Services Agreement with Florida's Department of Children and Families; and

WHEREAS, the COUNTY as the grantee of the CJMHSA Grant is acting as the fiscal agent; and

WHEREAS, the CJMHSA Grant will fund the Pinellas Road to Success Project which is an expansion of the existing crossover youth program; and

WHEREAS, the PD has coordinated the development of programs of this nature and 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) Serve as Project Director for the Pinellas Road to Success Project (hereinafter "Project") as specified and consistent with the grant application submitted to Florida's Department of Children and Families incorporated by reference herein and attached as Exhibit 1.

- b) Employ personnel and perform services as specified in the Client Services Agreement incorporated by reference herein and attached hereto as Exhibit 2.
- c) Provide the COUNTY with Project performance and financial reports as required by Exhibit 2 in sections C-2.5; C-2.6; D-4; E-1; F-1; and any other sections in the agreement pertaining to CJMHTSA Grant and Project reporting.
- d) Provide a match totaling one million, two-hundred thousand dollars (\$1,200,000.00) over the three-year grant period, through cash and/or in-kind services:
 - i. Match Year 1 - \$400,000.00
 - ii. Match Year 2 - \$400,000.00
 - iii. Match Year 3 - \$400,000.00
- e) 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 Project and services by the PD shall commence July 1, 2020 and shall end at midnight on June 30, 2023, unless mutually extended or modified by the parties.

3. Compensation

- a) For each year of the CJMHTSA Grant, the COUNTY shall allocate funds to the, PD in the sum of up to four-hundred thousand dollars (\$400,000.00), totaling up to one million, two-hundred thousand dollars (\$1,200,000.00), for the term of this agreement. The compensation provided by this Agreement shall fund approved grant-funded positions and project expenses and described and incorporated herein by the Project Budget attached hereto as Exhibit 3.
- b) The PD shall provide the COUNTY with the quarterly value of matching funds along with financial records and reports required to track match funds, process, and submit invoices in compliance with Section C-2 of Exhibit 2.
- c) The COUNTY and PD shall retain all records relating to this Interlocal Agreement for six (6) years after final payment is made or if an audit is conducted for six (6) years from the date the audit report is issued as required by Exhibit 2. All records shall be subject to audit by the COUNTY.

4. Termination

Except as provided in subparagraphs below, this Agreement may be terminated by either party upon no less than ninety (90) calendar days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- a) In the event funds to finance this agreement become unavailable, either party may terminate the Agreement upon no less than thirty (30) days' notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each party shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide ninety (90) days' notice for Termination for Lack of Funds. Each party shall be final authority as to the availability

of funds and extension of notice beyond the minimum time herein stated.

- b) In addition, this Agreement may be terminated by either party for any breach by the other party of the terms of this Agreement upon thirty (30) days' written notice. The party in breach shall have opportunity to cure within this thirty-day time-period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each party may at its discretion waive any breach by the other party in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

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 result in any additional obligation by the County. 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 (3) additional one (1)-year terms.

8. Waiver

Both parties reserve the right to waive, upon mutual written agreement, requirements of this Agreement and general conditions when warranted by special circumstances and consistent with Exhibit 2.

9. Amendments

No amendments to this Agreement may be made without prior written mutual approval of the PD and the COUNTY.

10. Governing Law

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

11. Fiscal Non-Funding

The funding amount provided herein is not a general obligation of the County and is solely dependent on the County's receipt of funds from DCF. In the event sufficient budgeted funds are

not available for either party for a new fiscal period, the affected party shall notify the other of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period of said party without penalty or further expense to either party

12. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this agreement shall continue in full force and effect unless the clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible to perform.

13. Governing Law

The Laws of the State of Florida shall control any interpretation or enforcement of this Agreement.

14. Public Records

This Agreement and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

15. Contract Administration

a) The contact person for the COUNTY shall be:

Elle Piloseno
440 Court Street, Second Floor
Clearwater, Florida 33756
gpiloseno@pinellascounty.org
727-453-7503

b) The contact person for the Public Defender shall be:

Brian Solka, MPA, FCCM
14250 49th Street North
Clearwater, Florida 33762
briansolka@wearethehope.org
727-464-8024

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

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

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

By: Pat Gerard
Pat Gerard, Chairman

Date: June 23, 2020

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

PUBLIC DEFENDER for the SIXTH JUDICIAL CIRCUIT of FLORIDA, acting by and through its Public Defender.

By: Bob Dillinger
Bob Dillinger, Public Defender

Date: 5-27-2020

