

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

**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 deposit into the Grants and Donations Trust Fund of the Public Defender, Sixth Judicial Circuit's state budget, the sum of **\$74,660.00** to be used to fund one position listed in the budget narrative for this program (as provided in Exhibit 1 attached hereto.)
- 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 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 without prior written approval of 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 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

Jail Diversion Case Manager  
Personnel Budget Request FY 2020-2021

<u>Personnel</u>		
Case Manager (1 FTE)	\$39,548.16/year \$3295.68 mo. x 12	\$39,548.16
(Salary)		\$39,548.16
<u>Fringe</u>		
FICA 7.65%	\$252.12 mo. x 12	\$3025.44
Worker's Compensation 2.5%	\$0	\$0
Unemployment		
Insurance-Health	\$1539.32 x 12	\$18,471.84
Life Insurance	\$3.58/mo. x 12	\$42.96
Retirement	10% of Eligible Salaries \$329.57 x 12	\$3,954.84
<u>Fringe</u>		\$25,495.08
<u>Salary and Fringe</u>		\$65,043.24

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	9000 x .15/copy	\$1350	
Cell Phone	\$66.20/mo. x 12 mo.	\$794.40	
Mileage	\$431.01 x 12 mo.	\$5172.12	
	<b>Total</b>	\$9620.52	\$74,663.76

**Budget Round-down: \$74,660**

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.”<sup>1</sup> 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.<sup>2</sup> 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.

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

<sup>2</sup> *Ibid*, 29