

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

THIS AGREEMENT is made and entered into this 14 day of September, 2016 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. Time and Performance

The services of the PD shall commence October 1, 2016, and shall be completed no later than September 30, 2017.

## 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 \$755,250.00. Of this amount, \$128,500.00 will be used to fund two community care manager positions for the Incompetent to Proceed Program (Exhibit 1 attached). For jail diversion and chronic inebriate funding, \$626,750.00 will be used for counseling, housing, laboratory, transportation, and general assistance services for the Recovery Program (Exhibit 1 attached).
- b) The PD shall submit invoices to the COUNTY for other approved expenses under this agreement, a sum not to exceed \$39,230.00 listed in the budget narrative for this program (Exhibit 1 attached).
- c) 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. Termination

Except as provided in subparagraph C below, this Agreement may be terminated by either party upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

## 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 be deemed in any event or in any manner to provide for the incurrance of any obligation by the COUNTY in addition to the reimbursement obligation stated in this AGREEMENT. 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 additional one-year terms.

8. Waiver

Both parties reserve the right to waive requirements of this Agreement and general conditions where warranted by special circumstances.

9. Amendments

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

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

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

ATTEST: KEN BURKE, CLERK

By: *Ken Burke*  
Deputy Clerk

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

By: *Charlie Justice*  
Charlie Justice, Chairman

APPROVED AS TO FORM

By: *[Signature]*  
Office of the County Attorney

Bob Dillinger, Public Defender for the  
Sixth Judicial Circuit

By: *Bob Dillinger*  
Public Defender

EXHIBIT 1

Recovery Program

Program Services

TOTAL

626,750

Counseling

Housing

Laboratory testing to include  
pre-entry physical (Vitals:  
height, weight, BP, P, UA  
Vision: far, horizontal, color),  
x-ray chest, Lb Rpr, Tb/PPD  
& other generally accepted  
testing

Transportation

Travel – bus passes, mileage,  
bus tickets

Prescriptions, medical & dental,  
Medicine, drugs, surgical  
supplies, vouchers for  
driver's licenses, birth  
certificates, clothing, food,  
hygiene products, dental needs,  
eye exams & supplies  
& other reasonable &  
necessary needs & services

BOB DILLINGER, PUBLIC DEFENDER  
FOR THE SIXTH JUDICIAL CIRCUIT



Date: July 11, 2016