

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

THIS AGREEMENT is made and entered into this ____ day of _____, 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 in the past has desired to supplement the PD Office with the SOAR Program; and

WHEREAS the PD Office has made arrangements through the managing entity for funding of SOAR personnel by the managing entity; and

WHEREAS there is a need for a case manager to assist not only in the Diversion and Recovery Program but also the SOAR personnel provided by the managing entity; and

WHEREAS the case manager funding will be the same amount of County funds as previously provided for SOAR.

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 in a manner consistent with expenditures required for maintenance of this program (Exhibit A attached).
- b) 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 \$63,580.00 to be used to fund one position listed in the budget narrative for this program (Exhibit B attached).
- 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. 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 incurrence 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.

PINELLAS COUNTY, FLORIDA
acting by and through its County Administrator

By: _____
Mark S. Woodard, County Administrator

Bob Dillinger, Public Defender for the
Sixth Judicial Circuit

By: Bob Dillinger
Public Defender

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Personnel Budget Request

<u>Personnel</u>			
Case Manager (1 FTE)	\$34,000/year \$2833.33 mo. x 12		\$34,000
(Salary)			\$34,000
Fringe			
FICA 7.65%	\$216.75 mo. x 12		\$2601
Worker's Compensation 2.5%	\$0		\$0
Unemployment			
Insurance-Health	\$1264.06 x 2/ \$1379.60 x 10		\$2528.12/\$13796.00
Life Insurance	\$3.58/mo. x 12		\$42.96
Retirement	4.91% of Eligible Salaries \$185.33 x 12		\$2223.96
Fringe			\$20,637.48
Salary and Fringe			\$54,637.48

ITEM	RATE	COST	GRAND TOTAL
General Office Supply	\$50/mo. x 12 mo.	\$600	
Postage	\$37/mo. x 12 mo.	\$444	
Laptop Computer	\$900	\$900	
Printer	\$300	\$300	
Copies	9000 x .10/copy	\$900	
Cell Phone	\$56.23/mo. x 12 mo.	\$674.76	
Mileage	\$426.98 x 12	\$5123.76	
	Total	\$8942.52	\$63580.00

The Case Manager will assist in the SOARS applications of SSI/SSDI benefits for Jail Diversion/Public Defender Clients. The Case Manager will assist in the reintegration of clients while reducing recidivism which will reduce the likelihood of returning to jail.

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.”¹ 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 \$4,143.² 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.

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

² Ibid, 29