

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida ("Sheriff") and the city of Clearwater Police Department (CPD) (collectively referred to herein as "Parties").

### RECITALS

**WHEREAS**, law enforcement routinely responds to calls involving people with mental and behavioral health issues;

**WHEREAS**, Florida law authorizes law enforcement officers to take people into custody for an involuntary mental health examination under the State's Baker Act;

**WHEREAS**, law enforcement officers receive some training to assist them in recognizing mental and behavioral health disorders, but law enforcement officers are not mental health providers;

**WHEREAS**, it is likely to result in better outcomes, including avoiding having to take people into custody, if law enforcement officers are accompanied by a mental health professional when responding to calls involving individuals exhibiting signs and symptoms of mental or behavioral health issues;

**WHEREAS**, On January 21, 2021, CPD agreed to participate in the Pinellas County Mental Health Unit (MHU) as a pilot program, and seeks to continue participating in the MHU permanently; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises herein contained, the Parties, intending to be legally bound, do hereby agree to participate in the Pinellas County Mental Health Unit (MHU) pursuant to the terms and conditions as listed herein.

**1. Composition of the Mental Health Unit.** To accomplish the goals of this Agreement, the MHU will be staffed by deputy sheriffs employed by the Pinellas County

Sheriff's Office, police officers employed by the Clearwater Police Department and co-response crisis response specialists employed by the Pinellas County Sheriff's Office. The MHU law enforcement officers will be co-supervised by a law enforcement sergeant employed by the Pinellas County Sheriff's Office and by a law enforcement sergeant employed by the Clearwater Police Department. The crisis response specialists will be supervised by a licensed clinical supervisor employed by the Pinellas County Sheriff's Office.

2. **Purpose.** The purpose of the MHU is to implement a mental health co-response model under which a deputy sheriff or police officer will respond to mental and behavioral health related calls accompanied by a mental health professional. The co-response team will work collaboratively to assess the situation and determine the best response to the situation. The MHU will also provide follow-up care and referral to long-term case management for those in need in an effort to reduce repeated calls and recidivism in the mental health and criminal justice systems.

3. **Team Structure.** The MHU will be comprised of eight teams. Six teams will be staffed with a deputy sheriff and a crisis response specialist, and two teams will be staffed by a CPD officer and a crisis response specialist. Some teams will be assigned as primary responders to active calls involving people with mental or behavioral health issues. Some teams will be assigned to follow-up care and case management. The two CPD teams will be assigned as primary responders to active calls primarily occurring within the city of Clearwater.

4. **Sheriff's Supervisory Responsibility for Crisis Response Specialists.** The crisis response specialists are solely employees of the Sheriff and there is no employment relationship between the crisis response specialists and CPD or the city of Clearwater. Sheriff is solely responsible for hiring and supervising the crisis response specialists.

5. **CPD's Responsibility for Officers.** The CPD officers assigned to the MHU remain CPD employees and CPD is solely responsible for the officers' salaries, benefits and any other compensation. The officers are not employees of the Sheriff. The CPD officers assigned to the MHU

shall be governed by all policies and procedures applicable to them by CPD.

6. **Costs.** The Parties shall each bear their own personnel costs, including all overtime expenses associated with MHU activities, except that CPD will reimburse Sheriff for the costs of two crisis response specialists assigned to team with the CPD officers. CPD shall pay to Sheriff the annual amount that represents the base salary plus all benefit costs for each crisis response specialist in an amount not to exceed \$200,000 annually. CPD shall not be responsible to pay the costs of the two crisis response specialists assigned to the team with the CPD officers if those positions are vacant and unfilled for more than two consecutive weeks. The payments shall be made quarterly for work performed during the previous quarter. The amount paid by CPD annually is subject to increase based on actual annual cost increases for salary and benefits incurred by Sheriff.

7. **Term and Termination.** This MOA will remain in effect for five (5) years from the date of execution or unless terminated as set forth herein. Either party can terminate this MOA by providing the other party 15 days written notice.

8. **Sovereign Immunity.** Nothing herein is intended to waive or abrogate any parties entitlement to sovereign immunity or its provisions as set forth in F.S. § 768.28.

9. **Third Party Beneficiary.** Nothing herein is intended to create any third-party benefit.

10. **Governing Law.** The validity, interpretation, and enforcement of this Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Florida.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and all other communications between the parties relating to such subject matter.

12. **Amendments and Modifications.** This Agreement shall not be amended, altered, modified, or changed except by a written agreement signed by the Parties.

13. **Notice.** All notices given under this Agreement shall be in writing and deemed

effectively given when sent by certified mail, or in person with proof of delivery, to the respective Party's headquarters. Any party changing their headquarters address or requesting notice to an alternative address must notify the other parties in writing at least 30 days prior to the new notice address becoming effective.

14. **Acknowledgement.** The Parties acknowledge having read this Agreement in full, understand all of its terms and obligations and they enter into this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**REMAINING PAGE BLANK**

**Signature Page – Pinellas County Mental Health Unit Memorandum of Agreement**

PINELLAS COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Bob Gualtieri, Sheriff

Date: \_\_\_\_\_

**REMAINING PAGE BLANK**

**Signature Page – Pinellas County Mental Health Unit Memorandum of Agreement**

Countersigned:

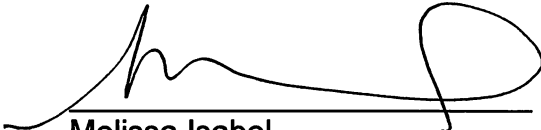
**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
Frank Hibbard  
Mayor

By: \_\_\_\_\_  
Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

  
\_\_\_\_\_  
Melissa Isabel  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

**REMAINING PAGE BLANK**