



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** August 20, 2013

**AGENDA ITEM NO.** 13

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Interlocal Agreement with the Juvenile Welfare Board of Pinellas County

**Department:**

Health and Community Services

**Staff Member Responsible:**

Gwendolyn Warren, Executive Director  
Health and Human Services

**Recommended Action:**

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE INTERLOCAL AGREEMENT WITH THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY (JWB).

I FURTHER RECOMMEND THAT UPON APPROVAL, THE CHAIR BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

In 2007 the Board and JWB (parties) entered into an interlocal agreement creating the Health and Human Services Coordinating Council (Council) for the purpose of improving and changing the health and human service system to better meet the needs of the community. The Council functioned at a high level conducting studies and analysis of the health care continuum in Pinellas County, but after six years of existence the parties decided not to renew their interlocal agreement. Dissolving the structure of the Council will achieve cost savings, but the parties desire to retain the analytic and research components that were provided by the Council. To that end, the County will provide funding for the JWB to house and provide administrative oversight for one Senior Research Assistant (SRA). The SRA position will be filled by the current research assistant for the Council. JWB has agreed to provide technology and support for joint projects that provide support services for at-risk low income families in Pinellas County.

Funding for this position will be received through a settlement negotiation between the County and Palms of Pasadena Hospital. JWB agrees to accept this funding source consistent with the Conditional Funding Agreement, which is a companion item on this agenda for the Board's consideration.

The funds received shall be used for the specific purposes as set out in this Interlocal Agreement. This agreement shall be in effect upon execution of the parties or upon receipt of funds from Palms whichever shall occur first and shall expire on September 30, 2014.

**Fiscal Impact/Cost/Revenue Summary:**

The total amount of funding for this agreement is in an amount not to exceed \$130,000.00. Funding in the amount of \$125,000.00 will come from a County settlement with Palms of Pasadena Hospital. Five thousand dollars (\$5,000.00) will come from the Department of Health and Community Services (Health and Human Services) anticipated FY 2013-2014 appropriation.

**Exhibits/Attachments Attached:**

1. Contract Review Slip
2. Interlocal Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Interlocal Agreement between Pinellas County and the Juvenile Welfare Board</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED <u>EXPENDITURE</u> / REVENUE: \$130,000.00</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

<b>OTHER SPECIFICS RELATING TO THE CONTRACT:</b>
Conditional Funding Agreement ( CAT# 42857) is a companion item

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Gwendolyn Warren	7/26/13	<i>GW</i>		
<b>Risk Mgmt:</b> Virginia Holscher <i>GW 7/31/13</i>	8/1/13	<i>VH</i>	Public Entity to Public Entity	
<b>Finance:**</b> Cassandra Williams	8/2/13	<i>CBW</i>		
<b>OMB:**</b> Eric Naughton-	N/A			
<b>Legal:</b> Carl Brody	8/5/13	<i>CB</i>		
<b>Executive Director:</b> Gwendolyn Warren	8/6/13	<i>GW</i> <i>for GW</i>		

Please return to Katherine Baird Adams By: ASAP.  
All inquiries should be made to Katherine Baird Adams ext.4-8438.

\*\* See Contract Review Process

**INTERLOCAL AGREEMENT BETWEEN**  
**PINELLAS COUNTY AND THE JUVENILE WELFARE BOARD**

This agreement made and entered into this       day of       2013, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter called the "County") and the Juvenile Welfare Board of Pinellas County, an independent special district created by special act (hereinafter called "JWB").

**WITNESSETH:**

WHEREAS, the Pinellas County Board of County Commissioners and JWB desire to improve the user-friendliness, quality, productivity and effectiveness of human services in the County; and

WHEREAS, the Pinellas County Board of County Commissioners sponsored an examination of various strategies through which those improvements could occur, in which JWB and other community partners have participated; and

WHEREAS, this study process proposed the establishment of a Health and Human Services Coordinating Council to be guided by board members representing both the Pinellas County Board of County Commissioners and JWB; and

WHEREAS, the Health and Human Services Coordinating Council was intended to be of limited duration; and

WHEREAS, the Health and Human Services Coordinating Council recently dissolved; and

WHEREAS, the parties desire to retain an analyst responsible for examining the health and human services needs of the community from a collaborative perspective; and

WHEREAS, a Senior Research Assistant with knowledge of the community and history in working with health and human services issues in Pinellas County will be of benefit to the parties.

NOW, THEREFORE, the in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**1. PURPOSE**

That the Pinellas County Board of County Commissioners and JWB enter into an Interlocal Agreement: 1) to fund a Senior Research Assistant; and 2) to provide technology and support for joint projects that provide support services for at-risk low income families in Pinellas County for FY 2013-2014.

**2. JWB RESPONSIBILITIES**

- a. The JWB shall employ a Senior Research Assistant (SRA) for provision of services consistent with the purpose of this Agreement as provided for in section 1 of this Agreement.

- b. The JWB shall acquire and maintain such technology in order to perform special joint projects pursuant to the purpose of this Agreement as agreed to by the parties.
- c. The JWB shall be responsible for hiring and evaluating the (SRA).
- d. The (SRA) shall be subject to the human resources policies and procedures of JWB and JWB shall provide the day to day supervision of the (SRA).
- e. The JWB will be the fiscal agent for the project and all fiscal policies of the JWB will be followed. The JWB will be responsible for preparing quarterly and annual fiscal reports in a timely manner as required in section 3 of this Agreement.
- f. Office space and other related expenses for the (SRA) shall be provided by the JWB.
- g. Quarterly progress and financial reports will be prepared by the JWB and presented to the Board of County Commissioners through their designee in a form agreed to by the parties.

### **3. COMPENSATION**

- a. The County will pay JWB \$130,000 for FY 2013-2014 to fund this Agreement.
- b. It is anticipated that JWB will receive \$125,000 of the \$130,000 in funds through the attached "Conditional Funding Agreement" as provided for in section 2 of that Agreement to satisfy \$125,000 of the County's \$130,000 payment obligation under this Agreement.
- c. Provided that JWB receives the \$125,000 through the "Conditional Funding Agreement" the County will remit the additional \$5,000 to satisfy its obligations hereunder directly to JWB within 30 days of receipt of an invoice from JWB for the \$5,000.
- d. In the event that JWB fails to receive all or part of the funds from the "Conditional Funding Agreement" for any reason whatsoever, the County will remain obligated to pay JWB the entire \$130,000 under this Agreement. In that instance the County will pay directly to JWB the \$130,000 in quarterly installments or the amount outstanding after JWB receives any payment pursuant to the "Conditional Funding Agreement". All other terms and conditions provided for in the "Conditional Funding Agreement" shall remain in effect.
- e. The County and JWB 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.
- f. Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.
- g. In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Agency of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

#### **4. TERMINATION**

- a. Except as provided in subparagraphs 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.
- b. In addition to the rights, as set forth in this section, 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. 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.
- c. Following the termination of this Agreement, the parties shall remain equally liable for the payment of all expenditures incurred by the JWB for the (SRA) up to the effective date of termination.

#### **5. DISPUTE RESOLUTION**

- a. JWB and the County agree to contact each other immediately upon the occurrence of any serious concern that emerges during the term of this Agreement that may affect the continuance of the project or their partnership.
- b. JWB and the County agree that key staff will meet as quickly as is practical and reasonable to attempt to resolve any such concern or problem.

#### **6. INDEMNIFICATION**

The County and JWB 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 intended to serve as a waiver of sovereign immunity by either the County or JWB. Nothing herein shall be construed as consent by the County or JWB to be sued by third parties in any manner arising out of this Agreement.

#### **7. ASSIGNMENTS**

- a. Neither the County nor the JWB shall assign the responsibility of this Agreement to another party without prior written approval of the other party.
- b. No such approval of any assignment shall be deemed in any event or in any manner to waive any obligation by JWB or the County as to the obligations provided for in this Agreement. All such assignments shall be subject to the conditions of this Agreement.

#### **8. WAIVER**

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

## 9. AMENDMENTS

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

## 10. GOVERNING LAW

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

## 11. SEVERABILITY

The terms and conditions of the 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 particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

**Ken Burke**  
Clerk of the Court

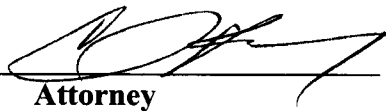
By: \_\_\_\_\_  
Deputy Clerk

**PINELLAS COUNTY, a political  
subdivision of the  
State of Florida, acting by and through  
its Board of County Commissioners** *PLA*

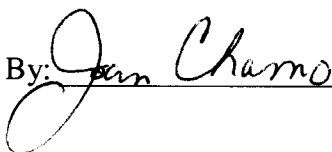
By: \_\_\_\_\_  
Chairman

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

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By:   
Attorney

ATTEST:

By: 

**JUVENILE WELFARE BOARD OF  
PINELLAS COUNTY**

By: 

Title Executive Director

Date: 08/02/13