

LEADERSHIP NETWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", the CITY OF CLEARWATER, the CITY OF LARGO, the CITY OF PINELLAS PARK, the CITY OF ST. PETERSBURG, the CITY OF TARPON SPRINGS, the JUVENILE WELFARE BOARD OF PINELLAS COUNTY, and the PINELLAS COUNTY SCHOOL BOARD, which shall hereinafter be referred to as "LEADERSHIP NETWORK".

WITNESSETH:

WHEREAS, the issue of homeless persons impacts all jurisdictions of Pinellas County, and since it is a quality of life issue concerning county residents; and

WHEREAS, it is in the best interests of homeless persons, the general citizenry, residents and the effected institutions of Pinellas County to work jointly on solutions to homelessness; and

WHEREAS, over the past several months a partnership of public institutions, non-profit entities and the private sector, known as the "Homeless Policy Group", have examined the problems and potential solutions to address this issue; and

WHEREAS, solving homelessness will require effective services to individuals coupled with policy solutions in the fields of housing, health and social service care, transportation and employment; and

WHEREAS, Florida Statute 163.01 provides that agencies of local governments may establish a collaborative organizations in which diverse local public agencies may share information in order to positively influence the needs and development of local communities; and

WHEREAS, representatives of the public agencies involved in looking at these issues have determined that formalization of the “Homeless Policy Group” will more effectively confront the vicissitudes of attacking this problem on a County wide basis through a Leadership Network; and

WHEREAS, the LEADERSHIP NETWORK is an organization created pursuant to Florida Statute 163.01 for the purpose of addressing the homelessness issue in Pinellas County; and

WHEREAS, the LEADERSHIP NETWORK seeks to examine issues relating to how homelessness impacts the County; and

WHEREAS, the LEADERSHIP NETWORK seeks to encourage appropriate consolidation of homeless programs for improved efficiency and effectiveness; and

WHEREAS, the LEADERSHIP NETWORK desires to develop local solutions to homelessness in Pinellas County; and

WHEREAS, Florida Statute 163.01 provides that assignment of duties and responsibilities pursuant to this Agreement requires that the LEADERSHIP NETWORK designate a precise organization and membership; and

WHEREAS, the LEADERSHIP NETWORK will have greater options for achieving the goals of the Homeless Policy Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto covenant and agree as follows:

Section 1. INCORPORATION BY REFERENCE

That the recitations set forth above are incorporated herein by reference in their entirety.

Section 2. **LEGAL AUTHORITY.**

This Agreement is entered into pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969. The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of establishing a collaborative network addressing homelessness issues and coordinate planning among and between local and state public agencies. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida as is further set forth in the recitations of this Agreement.

Section 3. **PURPOSE.**

The purpose of this Agreement shall be to create a LEADERSHIP NETWORK to continue the work of the “Homeless Policy Group” by coordinating data and providing governmental agencies with information and advice for its mission of improving the homeless situation in Pinellas County.

Section 4. ORGANIZATION & PROCEDURE

The LEADERSHIP NETWORK shall consist of one designated member from each signatory to this Interlocal Agreement whose designation shall be acknowledged in writing by the appointing signatory. At the first meeting of the LEADERSHIP NETWORK, the members shall approve Bylaws setting out the organizational structure of the Network and elect a Chairperson who shall be responsible for the orderly conduct of meetings.

Section 5. NO PLEDGE OF AD VALOREM TAXES.

The PARTIES agree that this Agreement does not constitute a general indebtedness of the PARTIES within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the LEADERSHIP NETWORK nor any PARTY shall ever have the right to require or compel the exercise of ad valorem taxing power of any public agency with taxing authority, or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the PARTIES that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of any member of the LEADERSHIP NETWORK.

Section 6. AUTHORITY TO ACT.

The members of the LEADERSHIP NETWORK, to the extent allowed by law, are hereby vested with, the powers necessary to implement and carry forth the duties and responsibilities imposed upon the LEADERSHIP NETWORK for the limited purpose of giving official and lawful status and validity to the performance thereof by such members. Every member of the LEADERSHIP NETWORK so empowered hereby and engaged in the

Homeless Leadership Network: March 3, 2006

performance of the services, duties and responsibilities described and contemplated herein shall be deemed a member of the LEADERSHIP NETWORK while performing such services, duties and responsibilities which constitute functions of its mission of improving County homeless issue planning. Accordingly, members of the LEADERSHIP NETWORK are hereby vested with the power to maintain a network and take all appropriate action necessary to adequately examine the local impact and possible solutions to the issue of homelessness in the County.

Section 7. SOVEREIGN IMMUNITY.

The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the mission of the LEADERSHIP NETWORK of improving Countywide homelessness planning is an exercise of the legislative planning function of the COUNTY and CITIES and that at no time will the COUNTY or CITIES exercise any specific operational control over the activities of any members of the LEADERSHIP NETWORK nor shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this agreement.

Section 8. RECORDS

Each member of the LEADERSHIP NETWORK shall sign an agreement including but not limited to specified information pursuant to Florida Statute 163.01.

Section 9. NOTICE.

Notice as required to be given hereunder shall be given to the LEADERSHIP NETWORK.

Section 10. TERM.

This Agreement shall take effect from date of execution by all PARTIES and continue in effect thereafter through September 30, 2015, unless hereafter extended upon such terms and conditions as the PARTIES hereto may later agree. Any PARTY may terminate this Agreement without cause or further liability to the other upon written notice to the other parties, said written notice to be given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice to be deemed delivered when a copy is delivered to the other PARTIES and a receipt therefore signed by the other PARTIES.

Section 11. THIRD PARTIES.

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the PARTIES hereto any right or cause of action or damages claimed against any of the PARTIES to this Agreement arising from the performance of the obligation and responsibilities of the PARTIES herein or for any other reason.

Section 12. ENTIRE AGREEMENT.

This Agreement reflects the full and complete understanding of the PARTIES to it and may be modified or amended only by a document in writing executed by all the PARTIES hereto and executed with the same formality of this Agreement.

Section 13. NON-ASSIGNABILITY.

The LEADERSHIP NETWORK shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party

without the express written consent of the PARTIES, which consent must have been agreed to at a public meeting and which consent may be withheld within the sole discretion of the PARTIES.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2006.

ATTEST:
subdivision of
KARLEEN F. De BLAKER
Clerk of the Court

By: _____
Deputy Clerk

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

By: _____
Chairman

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney

ATTEST:

By: _____

CITY OF CLEARWATER

By: _____
Title _____

Date: _____

ATTEST:

By: _____

CITY OF LARGO

By: _____
Title _____

Date: _____

ATTEST:

By: _____

CITY OF PINELLAS PARK

By: _____
Title _____

Date: _____

ATTEST:

By: _____

CITY OF ST. PETERSBURG

By: _____

Title _____

Date: _____

ATTEST:

By: _____

CITY OF TARPON SPRINGS

By: _____

Title _____

Date: _____

ATTEST:

By: _____

**JUVENILE WELFARE BOARD OF
PINELLAS COUNTY**

By: _____

Title _____

Date: _____

ATTEST:

By: _____

PINELLAS COUNTY SCHOOL BOARD

By: _____

Title _____

Date: _____

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