

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010

(X) Consent

() Regular

() Ordinance

() Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Settlement Agreement to Standard Contract No. LD903 (R2008-2182) for the Brief Intervention and Treatment for Elders (BRITE) Program with the Florida Department of Children and Families (DCF) for the period December 1, 2009, through April 30, 2010, for payment of \$62,500.

Summary: Due to unforeseen circumstances, the renewal contract was not executed by DCF on or before the deadline of November 30, 2009. The Division of Senior Services (DOSS) provided necessary services, in good faith from December 1, 2009, through April 30, 2010. The settlement agreement reimburses DOSS in full the amount associated with the BRITE services rendered. (DOSS) Countywide (TKF)

Background and Justification: BRITE is a collaborative effort between DOSS, DCF and the Substance Abuse and Mental Health Services Administration (SAMHSA) to provide intervention and treatment services to older adults in the Palm Beach County area, with specific requirements to provide screening, brief intervention, referral and brief treatment services for older adults at-risk of misuse or abuse of alcohol, illicit and prescription drugs.

Attachments:

Settlement Agreement

Recommended By: 

Department Director

7/7/10
Date

Approved By: 

Assistant County Administrator

7/14/10
Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	<u>62,500</u>				
External Revenue	<u>(62,500)</u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>-0-</u> * see below				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Budget Account No.: Fund 1006 Dept. 144 Unit. 1480 Obj. Vari.
Program Code Vari.

B. Recommended Sources of Funds/Summary of Fiscal Impact:

State funds through the Department of Children and Families. Previous resolution for Standard Contract is R2008-2182.

Departmental Fiscal Review: Taruna Malhotra
7/9/10

III. REVIEW COMMENTS


A. OFMB Fiscal and/or Contract Administration Comments:

There is ~~no~~ fiscal impact.

Legal Sufficiency: *7/12/10*

[Signature] 7/13/10
 Contract Administration
 [Signature] 7/13/10

B. Legal Sufficiency:


Assistant County Attorney

^{6/11/10}
This Settlement Agreement
Complies with our
review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SETTLEMENT AGREEMENT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS agreement made this 23rd day of June 2010, or on the date on which the agreement has been signed by the last party required to sign, whichever is later, between the State of Florida, Department of Children and Families, an agency of the State of Florida, 1317 Winewood Boulevard, Tallahassee, Florida 32399, (hereinafter referred to as "**DEPARTMENT**"), AND Palm Beach County Board of County Commissioners, 810 Datura Street, West Palm Beach, Florida 33401 (hereinafter referred to as ("**CONTRACTOR**")).

WHEREAS, on December 1, 2008, the **DEPARTMENT** and the **CONTRACTOR** entered into contract number LD903 to provide intervention and treatment services to older adults in the Palm Beach County area, with specific requirements to provide screening, brief intervention, referral and brief treatment (SBIRT) services for older adults at-risk of misuse or abuse of alcohol, illicit and prescription drugs for a period of one-year with a renewal option for up to three years; and,

WHEREAS, due to unforeseen circumstances, the renewal of contract number LD903 was not executed by the **DEPARTMENT** on or before the deadline of November 30, 2009; and,

WHEREAS, the **CONTRACTOR**, in good faith, provided necessary services from December 1, 2009 through April 30, 2010 and invoiced the **DEPARTMENT** accordingly; and,

WHEREAS, said invoices were rejected on the grounds that there were no formal contract provisions in place in contract number LD903 to pay for said services; and,

WHEREAS, the **CONTRACTOR** has asserted a colorable legal claim in support of its demand for payment; and,

WHEREAS, the **DEPARTMENT** by entering into this agreement admits no liability for payment of the work performed by the **CONTRACTOR**.

1. Upon receipt of payment, as provided in paragraph #2 below, the **CONTRACTOR**, for its attorneys, heirs, executors or administrators, does hereby fully, finally, and forever release and discharge the State of Florida, **Department of Children and Families**, and its agents, representatives, and attorneys, of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, arising out of or in any way related to services rendered between December 1, 2009 and April 30, 2010 on contract number LD903, and any costs, charges, invoices or required payments for such work including, but not limited to, those claims asserted or other claims that were or maybe asserted in any federal, state or local agency or court, by or on behalf of the **CONTRACTOR**.
2. The **DEPARTMENT** herein agrees to submit to the Chief Financial Officer of the state of Florida for payment of Sixty-two Thousand, Five Hundred Dollars and No Cents (\$62,500.00) in full and complete satisfaction of any amounts or costs associated with the work and deliverables performed and provided by the **CONTRACTOR** with respect to services rendered between December 1, 2009 and April 30, 2010 on contract number LD903, and any claims and invoices associated therewith, including all interest and costs and fees associated with the claim and matters referenced herein.

3. This agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the **DEPARTMENT** has no obligation to make any payments pursuant to this agreement.
4. The parties to this agreement further agree and covenant that this agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
5. All terms and conditions of this settlement as fully set forth in this document and no other material terms of settlement exist outside this document.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed, the date first above written.

Date

Barbara Palmer, Assistant Secretary for Administration
Department of Children and Families

Date

General Counsel
Department of Children and Families

Date

Burt Aaronson, Chair
Palm Beach County Board of County Commissioners

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: 

DEPARTMENT HEAD