

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	<u>(53,181)</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: Tauna Malhotra
2/2/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

\$53,181 will be received in FY 2011 for expenditures that occurred in FY 2010.

[Signature]
 OFMB VA
2/7/11

[Signature]
 Contract Administration
2/10/11

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney
2/10/11

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 13th day of January 2011, 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 Fifty-three Thousand, One Hundred Eighty-one Dollars and Seventeen Cents (\$53,181.17) 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

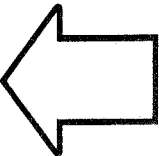
Barbara Palmer, Assistant Secretary for Administration
Department of Children and Families

Date

General Counsel
Department of Children and Families

Date

Karen T. Marcus, Chair
Palm Beach County Board of County Commissioners



**APPROVED AS TO TERMS
AND CONDITIONS**

BY: *[Handwritten Signature]*
DEPARTMENT HEAD