

RESOLUTION NO. 2017- 170

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND COMMUNITY PARTNERSHIP FOR CHILDREN.**

**WHEREAS**, St. Johns County is providing funding to Community Partnership for Children to perform pre-service training, certification services, and continual child welfare staff development services, at a rate of \$45,183.91 for twelve months; and,

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

**WHEREAS**, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are incorporated by reference into the body of this resolution, and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Community Partnership for Children and authorizes the County Administrator, or his designee to execute the Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16<sup>th</sup> day of May, 2017.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

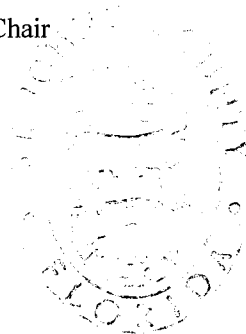
Attest: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

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

James K. Johns, Chair

RENDITION DATE 5/19/17



**INTERAGENCY AGREEMENT  
ST. JOHNS COUNTY  
AND  
COMMUNITY PARTNERSHIP FOR CHILDREN**

THIS INTERAGENCY AGREEMENT (Agreement), entered into between Community Partnership for Children (CPC), a Florida not-for-profit corporation, and St. Johns County (SJC), a political subdivision of the state of Florida, shall be effective from 07/01/2017 through 6/30/2018.

**RECITALS**

**WHEREAS**, CPC is the contracted Lead Agency of the Department of Children and Families (DCF), State of Florida, to provide children's welfare service to youth in Volusia, Flagler and Putnam Counties, Florida; and

**WHEREAS**, SJC is the contracted Lead Agency of the DCF to provide children's welfare services to youth in St. Johns County; and

**WHEREAS**, under their contracts with DCF, both CPC and SJC are contractually obligated to provide their staffs with Child Welfare Pre-Service, Certification Program, and continual staff development training; and

**WHEREAS**, CPC has entered into a contract with the University of South Florida (USF) to provide Child Welfare Pre-Service, Certification Program and continual staff development training; and

**WHEREAS**, DCF encourages its Lead Agencies to coordinate with other local agencies to fully implement the requirements of the Community Based Care System of Care; and

**WHEREAS**, the parties wish to enter into this Agreement to ensure the consistent delivery of ongoing pre-service and in-service training sessions that enhance the knowledge, skills and abilities of CPC's and SJC's child welfare professionals.

**I. Effect of Recitals**

The above recitals are incorporated into this Agreement and adopted as findings of fact.

**II. Purpose**

The purpose of this Agreement is to outline the collaboration of CPC and SJC in order to:

- A.** Ensure that the professional development needs of all St. Johns County Community Based Care staff are met.
- B.** Deliver a Child Welfare Pre-Service, Certification Program and continual staff development training for St. Johns County Community Based Care staff.
- C.** Ensure the delivery of ongoing training sessions that enhance the knowledge, skills

and abilities of child welfare professionals.

**III. Roles and Responsibilities**

CPC shall perform the following duties:

- A. Schedule and deliver Child Welfare Pre-Service and Certification Program services.
- B. Provide Continual Staff Development training for the purpose of enhancing the knowledge, skills and abilities of child welfare staff.
- C. Meet with SJC FIP supervisors to discuss progress of trainees.
- D. Ensure compliance with department policy regarding pre-service training and ongoing certification requirements.
- E. Determine course and test delivery schedules and locations in consultation with SJC and the department.
- F. Notify SJC in writing of any changes to the published schedule, within five (5) working days of the change.
- G. Produce, duplicate and distribute all instructor and learner instructional materials required for coursework delivery and participation.

SJC shall perform the following duties:

- A. Monitor service delivery and provide technical assistance when requested.
- B. Coordinate and collaborate with the provider on an ongoing basis in order to ensure effective service delivery.

**IV. Method of Payment**

The maximum amount available as compensation under this Agreement is \$45,183.91. SJC agrees to pay CPC for services as provided below:

<b>Service Units</b>	<b>Unit Price</b>	<b>Maximum # of Units</b>
One month of Child Protection Professional and Continual Staff Development Training Services delivered in accordance with the terms of this contract.	\$3,765.32	11
One month of Child Protection Professional and Continual Staff Development Training Services delivered in accordance with the terms of this contract.	\$3,765.39	1

It is strictly understood that CPC is not entitled to the above-referenced compensation. Rather, CPC's compensation is dependent on satisfactory completion and delivery of the service units noted above and detailed in this Agreement.

To the extent that CPC is not in violation with any material aspect of this Agreement, CPC may bill the County monthly for services provided. Though there is no billing form or format pre-approved by either the County or CPC, invoices submitted by CPC shall include a detailed written report of the service units provided during the billing period. The County shall submit payment to CPC in accordance with the requirements of the Local Government Prompt Payment Act. The County may return an invoice and request additional documentation or information from CPC. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified invoice.

**V. Confidentiality of Records**

CPC and SJC agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other state and federal confidentiality requirements that regulate each respective agency.

**VI. Public Records**

**A.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "personally identifiable information" as defined in HIPAA, is controlled by, and subject to, the provisions of HIPAA. Access to such records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**B.** In accordance with Florida law, to the extent that CPC's performance under this Contract constitutes an act on behalf of SJC, CPC shall comply with all requirements of Florida's public records law. Specifically, if CPC is expressly authorized, and acts on behalf of SJC under this Agreement, CPC shall:

- (1)** Keep and maintain public records that ordinarily and necessarily would be required by SJC in order to perform the Services;
- (2)** Upon request from SJC's custodian of public records, provide SJC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3)** Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the CPC does not transfer the records to SJC; and

(4) Upon completion of this Agreement, transfer, at no cost, to SJC all public records in possession of the CPC or keep and maintain public records required by SJC to perform the Services.

If the CPC transfers all public records to SJC upon completion of this Agreement, the CPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CPC keeps and maintains public records upon completion of this Agreement, the CPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SJC, upon request from SJC's custodian of public records, in a format that is compatible with SJC's information technology systems.

Failure by the CPC to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by SJC.

**IF CPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

#### **VII. Review of Records**

As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, CPC authorizes SJC to examine, review, inspect, and audit its books and records in order to determine whether compliance has been achieved with respect to the terms of this Agreement. It is specifically noted that CPC is under no duty to provide access to documentation not related to this Agreement or that is otherwise protected by local, state, or federal law.

#### **VIII. No Commitment of County Funds**

Pursuant to the requirements of Section 129.07, Florida Statutes, any expenditure by SJC under this Agreement is contingent upon appropriation of that amount in SJC's budget. While SJC will make all reasonable efforts to provide the funds required for the services under this Agreement, SJC makes no express commitment to provide such funds during any given County fiscal year. Moreover, it is expressly noted that CPC

cannot demand that SJC provide any such funds during any given County fiscal year.

**IX. Amendments/Cancellations/Renewals**

This Agreement may be amended or modified in writing as mutually agreed upon by the parties.

This Agreement may be renewed on the same terms for subsequent one-year terms upon written agreement of the parties.

This Agreement may be terminated with or without cause by either party giving 90 days written notice to the other party.

This Agreement shall automatically terminate upon the expiration or termination of CPC's training contract with USF, or any extension thereof. CPC shall promptly notify SJC if it terminates, or elects not to renew, its contract with USF.

**X. Dispute Resolution**

CPC and SJC shall make every reasonable attempt to resolve any dispute arising under this agreement between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. Should CPC and SJC not be able to resolve any dispute arising under this agreement, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties may jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary.

**XI. Indemnification**

CPC shall indemnify and hold harmless SJC and its employees, agents, and independent CPCs from any claims, losses, or damages occurring as a result of any willful misconduct or negligent action or omission of CPC, its employees, agents, independent CPCs, volunteers, and students, arising out of this agreement.

**XII. Assignment**

In light of the scope and rationale for this Agreement, neither party may assign or transfer its rights under this Agreement without the express written approval of the other party. Should either party assign or transfer its any of the rights of this Agreement without such prior written approval, then such action shall result in the automatic termination of this Agreement without further notice or action required on the part of the other party.

**XIII. Independent Contractor Relationship**

This Agreement shall not be interpreted to create any agency relationship, partnership, association, or joint venture between SJC and CPC. CPC is an independent contractor

with respect to the performance of all services and activities under this Agreement. CPC shall exercise control over the means and manner in which it provides the services set forth in this Agreement. CPC does not have the authority to bind SJC in any promise, agreement, or representation, except as specifically provided in this Agreement.

**XIV. No Third Party Beneficiaries**

Both SJC and CPC explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**XV. Notice**

All official notices to SJC shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Shawna Novak  
Health and Human Director  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084  
[snovak@sicfl.us](mailto:snovak@sicfl.us)

All official notices to CPC shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Becky Symons  
Community Partnership for Children  
135 Executive Circle  
Daytona Beach, Florida 32114  
[Becky.Symons@cbcvf.org](mailto:Becky.Symons@cbcvf.org)

**XVI. Severability**

If any part of this Agreement, or any application thereof, is declared invalid or otherwise unenforceable with respect to any person or circumstance, then such part, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void or otherwise unenforceable shall remain in full force, and effect.

**XVII. Effect of Failure to Insist on Strict Compliance with Conditions**

The failure of either party to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent

occasion.

**XVIII. Governing Law and Venue**

This Agreement shall be governed by Florida law. Venue for any action arising under this Agreement shall be in St. Johns County, Florida.

**XIX. Authorization**

All terms of this agreement are fully understood and accepted by Community Partnership for Children and St. Johns County as represented by the signers of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this 7 page agreement to be executed by their undersigned officials as duly authorized.

**ST. JOHNS COUNTY:**

**COMMUNITY PARTNERSHIP FOR CHILDREN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Mark Jones  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Chief Executive Officer  
\_\_\_\_\_  
Title