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Board of County Commissioners
Office of the County Attorney

October 3, 2007

Ms. Judy Roysden
Chief Probation Officer
Department of Juvenile Justice, Circuit 10
195 South Broadway Avenue
Bartow, FL 33830

**RE: Polk County Board of Commissioners Agenda Request
August 29, 2007 Consent Agenda, County Attorney, Item N-7
Request Board approve interagency agreement with Department
of Juvenile Justice, Circuit 10 to disburse funds to provide
additional security at the Juvenile Assessment Center in
Polk County, Florida**

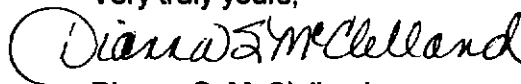
Dear Ms. Roysden:

Enclosed are three original fully executed Interagency Agreements between Polk County Board of County Commissioners and the Department of Juvenile Justice – Circuit 10 more fully described above. This Agreement was approved by the BOCC at the August 29, 2007 Board meeting and has been fully executed by all parties concerned.

The Clerk to the BOCC has retained a signed original for their file; Assistant County Attorney, Gheri Hicks has retained a signed original for her file and I am returning the other three to you for your file and safekeeping. If you should need a fourth original please let me know and I will keep a copy for Ms. Hicks' file and forward her original to you.

If you have any questions, please give me a call at 534-6501.

Very truly yours,



Dianna S. McClelland
Transportation Paralegal

/dsm
Enclosures

INTERAGENCY AGREEMENT
BETWEEN POLK COUNTY BOARD OF COUNTY COMMISSIONERS AND
DEPARTMENT OF JUVENILE JUSTICE-CIRCUIT 10

THIS AGREEMENT is made and entered into this 29th day of August, 2007, by and between the Florida Department of Juvenile Justice-Circuit 10 (hereinafter ADJJ@), and Polk County, Florida, a political subdivision of the State of Florida (hereinafter ACounty@), by its Board of County Commissioners, who agree as follows:

WHEREAS, the parties agree that the Juvenile Assessment Center provides a central point of delivery for law enforcement agencies in the county; the Juvenile Assessment Center provides for a reduction in the amount of time spent by sworn law enforcement officers in processing juvenile arrests; the Juvenile Assessment Center is accessible to law enforcement 24 hours a day and provides one-stop secure booking and receiving for juvenile offenders; the Juvenile Assessment Center provides for immediate clinical assessment for placement and service needs; and the Juvenile Assessment Center facilitates on-going case management, client tracking, and computer linkage with key agencies in the juvenile justice system; and

WHEREAS, the Polk County Board of County Commissioners have recognized that operation of a Juvenile Assessment Center provides significant long-range as well as immediate benefits to the community; and

WHEREAS, the parties to this Agreement realize that no one agency or organization can single-handedly reduce juvenile crime and that governmental agencies must form alliances and share resources to prevent juvenile delinquency; and

WHEREAS, the parties to this Agreement are committed to reducing crimes committed by juveniles through long-term interagency collaboration and cooperation; and

WHEREAS, the parties to this Agreement are committed to providing services aimed at reducing juvenile delinquency; and

WHEREAS, this Agreement is for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources and is authorized by and entered into pursuant to chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, pursuant to Section 163.01, *Florida Statutes*, public agencies are encouraged to make the most efficient use of their powers by cooperating with other public agencies.

NOW THEREFORE, it is agreed by and between the parties hereto that each party agrees to assist the other party pursuant to the following stipulations, provisions, and conditions:

Section 1: Purpose and Intent

The Department of Juvenile Justice is responsible for conducting the assessment, intake and detention screening functions and has agreed to provide these services at the juvenile assessment

center. The General Appropriations provides administrative funding for juvenile assessment centers to facilitate the co-location of services provided by multiple agencies addressing juvenile delinquents. The Juvenile Assessment Center advisory board seeks security services at the Juvenile Assessment Center in Polk County.

The County will provide funding to the DJJ for the additional security for the Juvenile Assessment Center located in Polk County, Florida.

Section 2: Rights, Duties, and Responsibilities

- A. DJJ is responsible for the initial acceptance and screening of youth arrested as a result of a law enforcement report of delinquency and will provide screening services 24 hours a day, 7 days a week. Contingent upon the receipt of funds by the County, DJJ shall provide through a third party contract security services at the Juvenile Assessment Center in Polk County in addition to the services provided by local law enforcement.
- B. DJJ has provided a copy of an executed contract with a third-party security provider (attached as Exhibit A) to provide security services at the Juvenile Assessment Center located in Bartow, Florida. That contract became effective on February 21, 2005 and automatically renews each year unless either party provides notice of termination. DJJ represents that the contract remains in force. DJJ shall provide written notice to the County in the event that contract is terminated within 10 days of the termination.
- C. The County will provide funding up to \$150,000 for the annual cost of the security services provided by a third party. The County will pay for security services actually provided and shall not pay more than \$150,000. The funding shall be provided in quarterly installments beginning 60 days after the effective date of this Agreement.
- D. At all times while receiving funding from the County pursuant to this Interagency Agreement, DJJ must be party to a valid contract with a third-party security provider where it is obligated to pay for the provision of supplemental security services and provide an executed copy of that contract to the County. If for any reason the contract with the third-party security provider is terminated, the County will only pay the prorated amount due while the third-party security provider's contract was in effect.

Section 3: Liabilities of Parties

- A. Nothing herein shall be construed as a waiver of sovereign immunity on the part of either party to this Agreement.
- B. No party hereto or its respective officers or employees shall assume any liability

for the acts, omissions, or negligence of the other party or its respective officers or employees. The parties agree to indemnify each other to the extent permitted by law in the event one party is held liable for the actions of the other party including its officers, employees, and agents.

- C. In exchange for the receipt of funding, the County requires that DJJ enter into an agreement with a third party to provide security for the Juvenile Assessment Center in Polk County, Florida. The County is not a party to that agreement and shall not be deemed a party to such agreement. DJJ is solely responsible for the oversight of that contract and the County shall in no way be liable for any harm or damage arising from the contract with the third party security provider.

Section 4: Notice

Any notice or correspondence required under this Agreement shall be provided in writing to the other party at the address recorded herein. This address, or any other contact information contained herein, may be changed at any time by either party with written notification, which shall be provided to the other party. Such changes will become effective upon receipt of the change by the other party. Notices shall be directed to:

Board of County Commissioners
P.O. Box 9005, Drawer CA02
Bartow, FL 33831-9005
ATTENTION: Todd Bond
(863) 534-6576

Department of Juvenile Justice
Judy Roysden
Chief Probation Officer Circuit 10
195 South Broadway Ave
Bartow, Florida 33830
(863)519-8546

Section 5: Resolution of Disputes

In the event of a dispute or disagreement with regard to the terms of the Agreement that goes unresolved as between the respective parties, each party agrees to bear its own attorney's fees and costs incurred in connection with any and all administrative or judicial proceedings that may occur. Venue for any dispute shall be in the Tenth Judicial Circuit in Polk County, Florida or the Middle District Court, located in Tampa, Florida.

Section 6: Term of Agreement; Amendment

- A. The term of this Agreement shall begin on the date of execution by both parties and shall remain in effect for one year from the effective date unless it is terminated or completed prior to that date. Completion of this agreement will occur upon the County paying \$150,000.00 to DJJ regardless of whether a year has passed.
- B. Either party may terminate this Agreement without cause by giving at least ninety (90) days written notice to the other party.

C. This agreement shall only be amended by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day, month, and year above written.

**BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA**

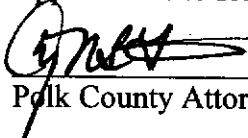
By:  Date: 8-29-07
Chairman




ATTEST:

By: 
Deputy Clerk

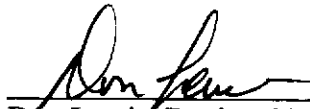
Approved as to form and legal sufficiency

 Date: 8/22/07
Polk County Attorney's Office

DEPARTMENT OF JUVENILE JUSTICE-CIRCUIT 10


Judy Reysden, Chief Probation Officer
Department of Juvenile Justice, Circuit 10

Date: 8/14/07

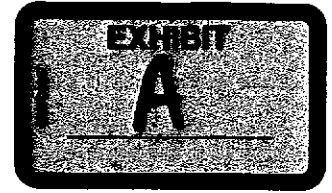

Don Lewis, Regional Director
Department of Juvenile Justice, Central Region

Date: 08/14/07



Wackenhut

SERVICES CONTRACT



THIS AGREEMENT, by and between Human Services Associates, Inc hereinafter referred to as the "Client", and THE WACKENHUT CORPORATION, a Florida corporation, hereinafter referred to as "TWC", having been duly entered into with an effective date of February 21, 2005.

WITNESSETH:

WHEREAS, the Client desires that TWC furnish Services at those premises described in Special Provision A;

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. During the term of this contract and any extensions or renewals thereof, the Client agrees to use and TWC agrees to furnish such services as described herein, and Client agrees to pay TWC pursuant to the following schedule:

ITEM NO.	BRIEF DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNITS	UNIT PRICE	ESTIMATED WEEKLY AMOUNT
1.	Custom Protection Officers	168	Hours	\$19.90	\$3,343.20
2.	Overtime Rate		per week	\$27.86	
2.	Training Rate for any additional training			\$15.30	
TOTAL ESTIMATED WEEKLY AMOUNT OF CONTRACT					\$ 3,343.20

Overtime rates apply to all additional hours of service when requested by Client, and in circumstances in which a security officer is required to stay on duty by causes beyond the control and without the fault or negligence of TWC, including but not limited to: (1) acts of God or the public enemy, (2) acts of the government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) unusually severe weather, (9) riots and (10) earthquakes. The overtime rate will be time and one-half the regular billing rate.

The above rates shall become effective as of the commencement date stated in Article 2, and shall remain in force for a one (1) year period. Thirty (30) days prior to the anniversary date of this contract, written notice shall be provided to the Client wherein Client and TWC agree to meet to negotiate any contractual changes. In the absence of such notice, contract shall automatically renew for a period of one year, although failure to give such notice shall not preclude appropriate rate increases or negotiations leading to rate increases.

2. The services rendered by TWC hereunder shall commence on February 21, 2005 and shall continue unless thirty (30) days written notice to the contrary has been given by one party to the other.
3. The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties, and subject to negotiation. The services provided by TWC are determined by the scope of the work set forth in special Provision B, and additional services are available at greater costs. The furnishing of the services provided for hereunder shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of, or be connected with, the furnishing of such services.
4. The individuals used to perform such services as the Client shall request shall be employees of TWC, an independent contractor. The payment of Federal, State and/or Commonwealth taxes, Social Security benefits, unemployment compensation taxes and wages shall be the sole function and responsibility of TWC.
5. TWC will maintain throughout the period of this contract Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, Workers' Compensation Insurance, to satisfy applicable statutory requirements, Employers' Liability insurance and coverage for legal liability for loss or damage to Client's property entrusted to TWC arising from dishonesty of TWC employees. It is agreed and understood, however, that TWC is not an insurer of property or persons guarded. In case a claim is made by any person, entity or corporation, including Client, against TWC, Client shall not be entitled to retain the amount of any such claim out of monies due or owing TWC hereunder.
6. If, at the request of the Client, a TWC employee is assigned duties other than those duties set forth by this contract, TWC policies, regulations or guidelines, the Client hereby assumes complete responsibility therefore.
7. TWC shall invoice the Client monthly for services performed, which invoices shall be sent regular mail to the address on Special Provision C, and shall be due and payable upon receipt. Payment not received by the 30th day after the date of invoice will accrue interest at the rate of one and a half (1.5%) percent per month or the maximum legal rate permissible in the State or Commonwealth in which the services are performed, whichever is lowest, on the unpaid balance. Client agrees to pay TWC all collection costs including reasonable attorney's fees. If payment is not received in accordance with the terms hereof, TWC will have the option to terminate services upon 24 hours written notice.
8. If there is enacted any law, regulation, ruling or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the service hereunder, the Client agrees that such increased costs shall be billable to the Client as of the effective date of such new law, regulation, ruling or mandate.
9. Changes in statutory costs, including but not limited to FICA, FUI and SUI, insurance premiums, payroll costs or costs which are imposed on or incurred by TWC, shall result in an increase or decrease in the rates so affected immediately upon the effective date of such changes.
10. Should a condition arise which calls for substantial increase in the number or degree of services initially estimated, TWC shall have a reasonable time within which to provide said services. In the event of a strike, walkout, slow-down, or other labor dispute or difficulty by Client employees or employees of other contractors on premises being serviced by TWC employees, whether contrary to a labor agreement or not, Client and TWC agree to negotiate a change in rates as set forth in paragraph one above.
11. The Client agrees it will not employ any person who has been employed by TWC within one hundred twenty (120) days following the last date on which TWC employed such person. Should this covenant be breached by the Client, the parties herein mutually agree that in consideration of TWC waiving enforcement hereof, the Client shall indemnify and hold harmless TWC from and against all losses, claims, and liabilities, including reasonable attorney's fees, based upon or arising out of damages or injuries caused wholly or in part by the acts or omissions of former employees of TWC while in the employ of Client.

12. TWC and the Client agree to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964 as amended.

The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the handicapped is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

13. Client warrants and represents that there are no chemical hazards which require disclosure to employees of TWC which have not been disclosed to TWC under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees that Client will allow TWC employees to attend any Hazard Communication Training Program conducted for the benefit of Client employees and will provide all training materials to employees of TWC to the extent required by law for employees of Client.

14. All notices under this contract will be sent by certified mail to the following addresses:

For the Client:

Human Services Associates, Inc.
1703 W. Colonial Drive
Orlando, FL 32804

For TWC:

Contracts Management Department
The Wackenhut Corporation
4200 Wackenhut Drive #100
Palm Beach Gardens, Florida 33410-4243

Routine correspondence necessary for the performance of the work described hereunder shall be sent to the addresses below, unless otherwise noted.

15. This contract, together with all documents incorporated herein by reference, constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements or understandings not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions offered or taken, which are not specifically incorporated herein, are not a part of this contract and shall have no effect or influence upon its interpretation. No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

THE WACKENHUT CORPORATION

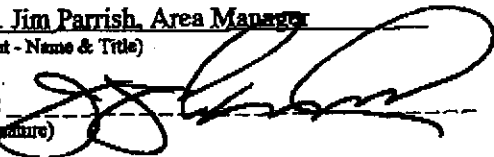
CLIENT

Mr. Jim Parrish, Area Manager
(Print - Name & Title)

Frank Francisco, President
(Print - Name & Title)

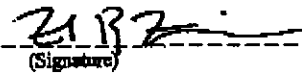
X By:

(Signature)



X By:

(Signature)



405 N. Reo Street, Suite 150, Tampa FL 33609
(Local TWC Address)

1703 W. Colonial Drive, Orlando, FL 32804
(Client Address)

Date:

1/2/05

Date:

1/3/05

Witness:

Berny Colwell
(Print Name)

Witness:

DAVID R ROOKS
(Print Name)

(Signature)



(Signature)



Special Provisions:

A. Place(s) of Performance:

Juvenile Assessment Center
1090 US highway 17 South
Bartow, Florida 33830

B. Scope of Work:

To provide security services as detailed in client approved post orders and as detailed in proposal submitted December 21, 2004

C. Invoice(s) Address(es):

Human Services Associates, Inc.
Accounts Payable Department
1703 W. Colonial Drive
Orlando, FL 32804

INFORMATION FOR FILING

CO 01 BR/LOC TAM SVC 14 JOB # _____

Vendor Balances for Human Services Associates, Inc.
Vendor: WACK100 - The Wackenhut Corp. (4)

Wackenhut DJJ Polk

July 06 to date

<u>Invoice Number</u>	<u>Invoice Date</u>		<u>Invoice Description</u>	<u>Original Amount</u>
4226511	7/31/06	July	034464	15694.38
4257945	8/31/06	August	034464	15565.8
4282961	9/30/06	September	034464	15095.15
4313401	10/31/06	October	034464	15571.76
4345440	11/30/06	November	034464	15208.58
4371190	12/30/06	December	034464	15535.46
4403979	2/4/07	January	034464	15718.27
				<u>\$ 108,389.40</u>