



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>157,966</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>157,966</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  No  
 Budget Account No.: Fund 001 Dept 740 Unit 2067 Object Var  
 Program Code \_\_\_\_\_

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

City of Pahokee, 740-2067, \$157,966

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

*A. White* 12-15-08  
 OFMB  
*m* 12/12  
*CP* 12/11/08

*[Signature]* 12/15/08  
 Contract Dev. and Control  
*E. Jones* 12/15/08

**This amendment complies with our review requirements.**

B. Legal Sufficiency:

*[Signature]* 12/16/08  
 Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT TO FINANCIALLY ASSISTED AGENCIES  
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

**THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT** (R2008 0033, January 15, 2008) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_ day of \_\_\_\_\_ by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and Parks and Recreation Department, Inc. City of Pahokee hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 171 North Lake Avenue, Pahokee, Fl 33476.

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **January 15, 2008** which provided for annual extension.

**WHEREAS**, the parties desire to exercise the option to extend the contract for one additional year (FY'09) to September 30, 2009.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract is hereby extended as follows:

- I. The contract is extended through September 30, 2009.
- II. A new Scope of Work & Outcomes Indicators Exhibit "A1" for FY '09 is attached hereto and made a part hereof showing new or revised outcomes and definition of service supersedes and replaces the original Scope of Work & Outcomes Indicators Exhibit "A" for the fiscal year 2009.
- III. A new Budget Exhibit "B1" showing the new total budget for funding and revised unit of service definition and/or costs for FY '09 is attached hereto and made a part hereof.
- IV. Article 3 of the contract is amended to reflect that the total not to exceed amount for FY '09 is One Hundred and Fifty-Seven Thousand, Nine Hundred and Sixty-Six Dollars (\$ 157,966.00).

V. The following provision is hereby added to the contract as an additional requirement:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must complete the Agency Certification process developed by Nonprofits First (NPF) or make significant progress towards achievement of certification standards if they received funding in 2008. To comply with this policy, AGENCY shall, by August 1, 2009, either provide proof of final certification under the 2007 standards or documentation that the AGENCY has completed at least one on-site review. AGENCY shall agree to timelines as established by NPF regarding 1:1 meetings, on-site reviews, submission of documents and any other areas relating to the certification process. Additionally, if NPF recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2008 contractual agreement with the COUNTY. An AGENCY may also show compliance with this requirement by providing documentation from NPF that AGENCY is making diligent progress toward receiving certification.

AGENCY understands that these requirements are considered necessary if additional funding is provided to AGENCY under a COUNTY contract. AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in this contract amendment.

#### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this three (3) page Amendment to be executed by their officials thereupon duly authorized.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida  
BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Chair

**WITNESS:**

  
\_\_\_\_\_  
Signature

**AGENCY:**

City of Pahokee  
\_\_\_\_\_  
Agency's Name Typed

Susan Feltner  
\_\_\_\_\_  
Name Typed

BY   
\_\_\_\_\_  
Signature

6000400  
\_\_\_\_\_  
Agency's Federal ID Number

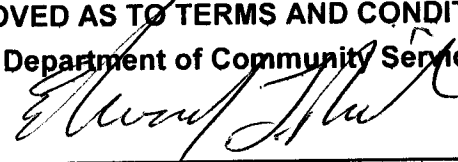
Wayne Whitaker  
\_\_\_\_\_  
Agency's Signatory Name Typed

Mayor  
\_\_\_\_\_  
Agency's Signatory Title Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

\_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services**

By:   
\_\_\_\_\_  
Edward L. Rich, Director

## EXHIBIT A

### SCOPE OF WORK & OUTCOMES INDICATORS 2009 FINANCIAL ASSISTANCE CONTRACT

Agency Name: City of Pahokee, Parks and Recreation Department

#### **Pahokee Parks and Recreation: Before and Afterschool Program**

The City of Pahokee Parks and Recreational Department operates programs to meet the needs of young people and seniors in this largely rural community. In 2001, The department, in response to a need for "before-care" services for the children of farm workers who work early in the morning until late at night, designed a program to include a before care program in conjunction with an already existing after school program. A youth summer program is also offered to provide recreational, leisure and life skills training. Services will be directed to elementary, middle and high school students and will include recreation, tutoring and life skills training. The Parks and Recreation facility also operates as a "drop-in" centre for seniors who participate in arts and crafts and social activities as well as participating in activities with the young people.

#### **Outcome Indicators**

1. *75% of 40 senior citizens will attend 70% of the open days at the program.*
2. *75% of 15 participants will attend 90% of the sessions offered.*
3. *75% of 100 youth will not receive disciplinary reports.*

SERVICE/PROGRAM TO BE PROVIDED FY 2009  
FINANCIAL ASSISTANCE CONTRACT

Agency: City of Pahokee

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
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**Service/Program: Parks & Recreation Department**

A unit of service is defined as one day of service to one client. The service may be to a youth or a senior participant and may include social, recreational, life skills, nutrition or mentoring activities.

24.00

157,966

TOTAL CONTRACT

157,966

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 8/11/2008
PRODUCER (407)445-2414 FAX: (407)445-2868 World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City of Pahokee 171 N Lake Avenue Pahokee FL 33476-1861	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Public Risk Management	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM 08-011	4/1/08	4/1/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PRM 08-011	4/1/08	4/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM 08-011	4/1/08	4/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	AUTO PHYSICAL DAMAGE	PRM 08-011	4/1/08	4/1/09	COMP DED. \$1000. COLLISION DED \$1000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 With respects to General Liability, Auto Liability/Physical Damage and Workers Compensation coverages as held by the above named insured regarding the evidence herein required by written contract.  
 Palm Beach County BOCC is listed as Loss Payee.

<b>CERTIFICATE HOLDER</b> (561)355-3863      snagle@pbcgov.com Palm Beach County Board of County Commiss Sharon Nalge 810 Datura Street West Palm Beach, FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Andrew Cooper/PATTI
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Arthur J. Gallagher & Co. - Orlando

November 20, 2003

Palm Beach County  
Department of Community Services  
Ms. Martha Lynche  
810 Datura Street  
West Palm Beach, FL 33401

RE: City of Pahokee

Dear Martha,

The City of Pahokee is self-insured with Public Risk Manager. Management is not able to add Palm Beach County Department as an additional insured due to Florida Statute 768.28, which prohibits a public entity to add another public entity or private corporation.

We appreciate your understanding in this matter. Should you need assistance or information, please feel free to contact our office.

Sincerely,

Candace B. Koester  
Assistant Client Service Representative

7380 Sand Lake Road, Suite 390  
Orlando, FL 32819  
407.370.2320  
Fax 407.370.3057 355-0742  
Toll Free 800.524.0191  
www.aia.com

**Ernestine Jones - Re: City of Pahokee C.O.I.**

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**From:** Dick Cohen  
**To:** Toni Summerville  
**Date:** 12/3/2004 11:34 AM  
**Subject:** Re: City of Pahokee C.O.I.  
**CC:** Ernestine Jones

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I reviewed your fax and talked to Ernestine. Although I did not review the contract it is obvious to me that incorrect "insurance requirements" language was used in the original contract. Whenever the other party to a contract is a public entity we use special insurance requirements language. If you run into future similar situations please run them by me BEFORE the contract is sent out.

Ernestine: OK to waive professional liability for contract 3E8

Dick Cohen, CPCU, CIC, ARM  
Risk Management Department  
Palm Beach County  
160 Australian Ave.,  
West Palm Beach, FL 33406  
(P) 561-233-5432  
(F) 561-2335420

>>> Toni Summerville 12/3/2004 10:06:18 AM >>>

Hi Dick,

We have a contract with the City of Pahokee (self insured). They submitted a Cert. of Insurance which does not list Prof. Liab. on it. Is this certificate acceptable. I can fax it to you. Please advise

Toni Summerville  
Administrative Assistant  
Community Services  
355-4714  
[tsummerv@co.palm-beach.fl.us](mailto:tsummerv@co.palm-beach.fl.us)