

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2010

(X) Consent

() Regular

() Ordinance

() Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Memorandum of Agreement (MOA) with the Children's Services Council of Palm Beach County (CSC), for the period of July 1, 2010, through September 30, 2011, in an amount of \$88,387, with a yearly management fee not to exceed \$45,000, for the utilization of the Services and Activity Management Information Services (SAMIS) system.

Summary: SAMIS is a web-based reporting system developed to increase the efficiency of the program and financial data transfer between the Department and its funded agencies. SAMIS will be used to track Department funded agencies' demographic information, referrals, program services and activities, measurable objectives, waiting times for services, attendance, volunteers, budgetary data, reimbursement process and position management. Membership is limited to the CSC and this MOA will allow the County, as a local funding partner, to utilize the SAMIS through CSC's membership. Other counties participating in this effort include Broward, Duval, Martin and Pinellas. All entities using SAMIS share in the operating expenses, billed on a quarterly basis, which affords participants the opportunity to work directly with the SAMIS developers to make individual enhancements. The initial cost of \$88,387 is in the current budget and the yearly management fee, not to exceed \$45,000 will be requested in the 2012 and future budgets Countywide (TKF)

Background and Justification: The SAMIS has been in operation and utilized by multiple CSCs and its funded agencies since July 1999. The system was expanded in August 2001 to be used by CSCs in Florida. As a CSC funded partner, the County is in a position to be able to utilize the SAMIS. The system is expected to increase the efficiency and effectiveness of Community Services funded agencies by being able to track and provide data that can be used to monitor, analyze, report on, and structure key components of the agencies' provided services, personnel and budgets.

Attachments:

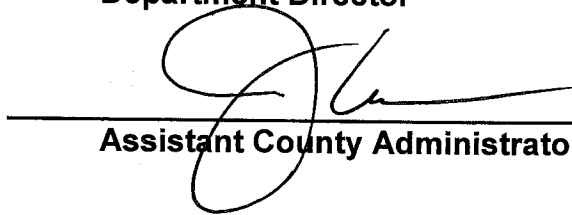
Memorandum of Understanding

Recommended By:


Department Director

8/31/10
Date

Approved By:


Assistant County Administrator

9-8-10
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>88,387</u>		<u>45,000</u>	<u>45,000</u>	<u>45,000</u>
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>88,387</u>		<u>45,000</u>	<u>45,000</u>	<u>45,000</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes <u>X</u>	No		
Budget Account No.: Fund <u>0001</u>		Dept. <u>140</u>	Unit. <u>1220</u>		Obj. <u> </u> Var <u> </u>
Program Code					

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

Departmental Fiscal Review: Taruna Malhotra
9/1/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB

Dr. J. Jacobs
Contract Administration

B. Legal Sufficiency:


Assistant County Attorney 9/8/0

C. Other Department Review:

Department Director

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

MEMORANDUM OF AGREEMENT

This Agreement is made as of the 1st day of July, 2010 by and between the **Children's Services Council of Palm Beach County ("CSC")**, a political subdivision of the State of Florida and the **Palm Beach County Board of County Commissioners (the "County")**.

In consideration of the mutual promises contained herein, CSC and the County agree to the following.

1. CSC agrees that the County may utilize the "Services and Activity Management Information Services" ("SAMIS"), as a local funding partner through CSC's membership in the Statewide SAMIS Management Committee ("SMC"). The term of this MOA shall be July 1, 2010 through September 30, 2011, and shall renew annually unless notice of termination is given pursuant to section 5 below.
2. The County may participate in the SAMIS status calls and any SAMIS Management Group ("SMG") meetings where enhancements are being discussed. The County would not participate (or have voting rights) relative to discussions on the governance, structure, or future operations of the SMC.
3. Once the SAMIS deployment/implementation is in maintenance mode, the County would have direct access to the JWB Children's Services Council of Pinellas County ("JWB") (Operating Agent of SAMIS) and Tribridge (developers of SAMIS); during initial deployment/implementation, this would be coordinated through the Systems Analyst at CSC. Initial deployment/implementation is defined as July 1, 2010-December 31, 2010.
4.
 - a. Initial implementation/setup fee would be \$50,000 and payable by the County to SAMIS Collaborative upon execution of the MOA. The fee covers cost associated with implementation and will include an allowance for enhancements. If the allowance is not fully expended by September 30, 2011, the funds will revert to the SMC Fund Balance.
 - b. For the period of July 1, 2010- September 30, 2011, the County will pay a management fee of \$25,941 for its share of the operations expense of the SAMIS infrastructure; payment would be made to the Children's Services Council of Palm Beach County upon execution of the MOA.
 - c. Beginning October 1, 2011, the County will be billed by CSC for its share of the management fee for the operations of the SAMIS infrastructure; the County would reimburse CSC within 30 days.

- d. To facilitate the expedited timeframe for the implementation of SAMIS at the Palm Beach County Department of Community Services, the County will designate a project manager for this effort, who will be responsible for defining a rollout schedule and scope of work in concert with the Systems Analyst at CSC; any slippage in dates or delays in receiving approvals will impact on the deployment date of SAMIS.
5. The County would need to notify CSC by March 1st if it planned to: (1) cease using SAMIS in the upcoming fiscal year and terminate this MOA; or (2) substantially modify its use of SAMIS by increasing or decreasing the budget allocation, number of programs, or use of modules. CSC would notify the County by March 1st if it plans to terminate this MOA for the upcoming fiscal year.
6. The County is responsible for staffing its own Help Desk, system administration, and user administration.
7. Neither party will be liable for, or have any obligation to defend the other party against claims, suits, judgments or damages, including court costs or attorney's fees, arising out of the negligent acts of the other party, it being agreed that each party is responsible for its own actions or failure to act.

CSC and the County agree to comply with the terms of the Memorandum of Agreement.


IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their undersigned duly authorized representatives.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS:**

By: _____
Deputy Clerk

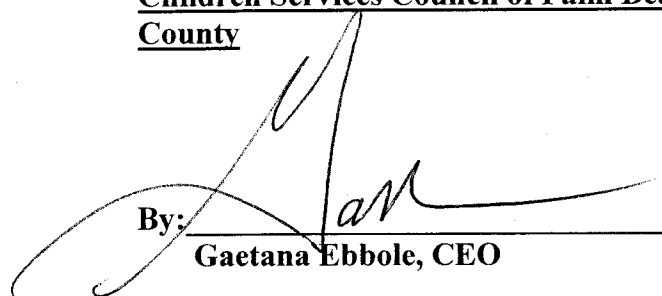
By: _____
Chairman

WITNESS: 

Signature

Elsa Sanchez-Vahamonde
Name (type or print)

Children Services Council of Palm Beach
County


By: _____
Gaetana Ebbola, CEO

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By 
Department Director