PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	March 20, 2012	[X] Consent [_] Workshop	[] Regular [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Financially Assisted Agencies Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Governance Structure Agreement with Quantum Foundation, Palm Healthcare Foundation, United Way of Palm Beach County, and the Children's Services Council of Palm Beach County providing for the oversight of the Florida Funders Application with an annual partnership fee of \$5,000 due at the beginning of each County fiscal year.

Summary: On July 20, 2010, the Board entered into a Memorandum of Agreement (MOA) to establish collaboration among funders to create and adopt a common funding application available to all non-profit and public agencies submitting applications under Financially Assisted Agencies and various other programs. The new Governance Structure Agreement further defines the ongoing oversight of the Florida Funders Application (FFA). It also designates an annual fee which is required for the ongoing maintenance, enhancements and revisions of the FFA. The Governance Structure Agreement does not have an expiration date, but allows for termination of participation by any funding partner at any time. Countywide (TKF)

Background & Justification: During a time of exponentially increasing service demands, nonprofit service providers are operating with skeletal staffing who are focused primarily on programming. Nonprofit staffs are being loaded with many responsibilities while already overburdened with existing responsibilities. At the same time. County staff and community funders are experiencing very similar challenges; experiencing slashed budgets, increasingly minimal staffing and extraordinary increases in support and funding requests. Together, these partners developed this common application form which is accepted by each of the collaborative funders through an innovative online submission process. The website will be designed to highlight and centralize funding information related to each of the collaborative funders and to be In order to properly maintain the FFA and the partnership, the easily navigable. governance structure has been established to cover basic administrative expenses, license renewals/fees, and other expenditures deemed appropriate by a majority vote of the current partners. The funding partners will coordinate system access and payment of fees through United Way of Palm Beach County who is serving as the fiscal agent.

Attachments: Florida Funders Application Governance Structure Agreement

Recommended By:
Department Director

Approved By:
Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

Α.	Five Year Summar	y of Fiscal Ir	npact:			
Fisca	l Years	<u>2012</u>	2013	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures Operating Cost External Revenues Program Income (County) In-Kind Match (County)		5,000	5,000	5,000	5,000	5,000
NET FISCAL IMPACT		5,000	5,000	5,000	5,000	<u>5,000</u>
	DITIONAL FTE ITIONS (Cumulative)					
	n Included in Current et Account No.: Fund Prog		140 Unit 12	2 <u>20</u> Object <u>V</u>	<u>u</u>	
В.	Recommended So County Funds	urces of Fun	ids/Summar	y of Fiscal Im	pact:	
C.	Departmental Fisc	al Review: _	Tanna	Malholee 3/2	12	
		III. REV	IEW COMME	ENTS		
A.	OFMB Fiscal and/or Contract Administration Comments:					
	ОЕМВ	11/1 3/8 3/6/12/2	7012 Contr	Tact Dev. and	ever 3	112112
B.	Legal Sufficiency:		12			
(Assistant County At	WW torney	8			
C.	Other Department	Review:				
	Department Directo	r	<u></u>			

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

FLORIDA FUNDERS APPLICATION GOVERNANCE STRUCTURE

PURPOSE OF FLORIDA FUNDERS APPLICATION GOVERNANCE STRUCTURE

The purpose of FLORIDA FUNDERS APPLICATION (FFA) Governance Structure is to provide a mechanism and framework for managing decisions and enhancements to the FFA.

1. Partners Agreement

a. Participating Partners

The Oversight Committee was established by Children's Services Council of Palm Beach County, Palm Beach County, Palm Health Care Foundation, Quantum Foundation, and United Way of Palm Beach County.

b. New Partners & Initiation Fee

A new funder may participate as a Partner in the FFA at any time upon invitation and approval of the Oversight Committee. New partners share all rights and obligations as the founding partners. A New Partner will pay a \$5,000 initiation fee to United Way of Palm Beach County, serving as Fiscal Agent. New Partners will be responsible for all additional customization expenses associated with updating the www.floridafundersapplication.org website and application components (*Participating Funders; Letter of Interest*). Costs associated with customization will be paid directly to Cybergrants.

c. Annual Partners Fees

An annual partnership fee of \$5,000 will be assessed for all Partners beginning their second year of participation to cover basic administrative expenses, license renewals/fees, and other expenditures as deemed appropriate by a majority vote of the current partners. The annual fee is due at the beginning of each funder's fiscal year.

d. Local Funding Partners

A local funding partner is an organization that allocates funds for services in Palm Beach County. To be eligible to join the Florida Funders Application, funding partner must agree to the costs, operations, and expectations outlined in this Governance Structure.

e. Coordination/Facilitation

Local funding partners will coordinate system access and payment of fees through United Way of Palm Beach County, serving as fiscal agent. The costs associated with the addition of a local funding partner will be assessed and paid prior to providing access to, or use of, the FFA website www.floridafundersapplication.org.

f. Voting

One vote will be recorded per Partner Decisions will be based upon consensus. In the event that consensus cannot be reached, decisions will be based on a majority vote of all Partners.

g. Fiscal Year

The fiscal year of the Florida Funders Application will be July 1 – June 30.

h. Meeting Schedule

Meetings will be scheduled, as needed, by the current Facilitator and occur no less than one time per year. One meeting during a 12-month period will be designated as an Annual Meeting (February) and include establishment and collection of annual partnership fee, a financial report on holdings held by Fiscal Agent, budget approval for coming fiscal year, and identification of the next year's Facilitator. All Funding Partners may contribute agenda items for meeting(s).

i. <u>Meeting Minutes</u>

Minutes will be published by the Facilitator within 10 days following meeting(s) of the Oversight Committee. The Committee Members are responsible for providing feedback on the issues discussed at the Committee meetings with the management of their respective funding organization.

2. Ongoing Oversight

Short-Term: The existing development group will continue as an Oversight Committee with one Partner taking the lead as Facilitator (United Way for the first year).

The purpose of Oversight Committee meetings will be to serve as a steering committee – review technical issues; identify challenges and future enhancements; discuss lessons learned; identify budget and funding requirements; brainstorming common solutions.

Long-Term: All Partners will be represented on the Oversight Committee and rotate the Facilitator role on an annual basis in February at the Annual Meeting.

3. Website maintenance

Each Funding Partner will be responsible for managing their own content and have access to upload information and manage their applications. Individual Funding Partner will be responsible for providing assistance/information to their applicants. The Oversight Committee facilitator will be responsible for communication with Cybergrants regarding technical issues related to FFA account.

Funding Partners are responsible for communication with Cybergrants regarding technical issues related to their individual account.

4. Roles & Responsibilities

All Partners share a willingness to take a lead role and a willingness to collaborate outside of this process. Duties of *Facilitator* will include:

- Coordination of Oversight Committee meetings scheduling meetings and distributing the agenda;
- Preparing Minutes of meetings (or delegating responsibility) and distribution of Minutes for review by participating Funding Partners and their management;
- Coordination of joint training opportunities, including staff and/or applicants.
- The role of Facilitator will rotate on an annual basis.

Duties of the Oversight Committee will include:

- Attending meetings of the Oversight Committee, as scheduled
- Committing to serve as Facilitator for a one-year period based on rotation established by the Oversight Committee
- Establishing budget/fees
- Approving FFA enhancements
- Securing funds necessary to implement enhancements
- Making decisions related to the use of funds held by Fiscal Agent on behalf of the Funding Partners.

5. Florida Public Records Law

All Partners will be mindful of their obligations, as applicable, to comply with public records laws of the State of Florida concerning public documents, as well as their obligations to otherwise preserve the confidentiality of private applicant documents and identities.

Note: Due to the fact that the Partners include governmental entities, all information accessible to Partners will be subject to Florida Public Records law.

6. Ownership of Data

Partners will have sole ownership of the data entered or that is entered on their behalf.

7. Licensing Agreements

United Way of Palm Beach County will own the URL. All renewal fees will be paid with FFA funds held by United Way of Palm Beach County, serving as fiscal agent.

8. Enhancements

Enhancements are defined as changes to FFA webpage or other shared links that require the services of Cybergrants or other consultant.

Review & Approval Process

The Oversight Committee will review and approve all enhancements, as needed. The funds maintained by the Fiscal Agent will support enhancements that address a need by the majority of all participating Funding Partners. Enhancements that meet the needs of less than the majority of participating Funding Partners may be funded by a special assessment of those Funding Partners or considered for a future enhancement. Enhancements and associated costs to individual Partners' websites or addenda are the sole responsibility of the individual Funding Partner.

Approval will follow the same voting process outlined in paragraph 1.f.

9. Administration of System

The current Facilitator will be responsible for the overall coordination of activities between participating Funding Partners and the consultant(s) contracted to support FFA.

10. Training

Joint training efforts will be utilized whenever possible in an effort to contain costs. Training associated with the use and functionality of the FFA will be scheduled periodically, as needed. Any Funding Partner may provide training prior to the release of a Request for Proposal at their expense.

11. Termination of Agreement

A Funding Partner may terminate its participation in the FFA at any time and is responsible for all expenses associated with updating the www.floridafundersapplication.org website and application components (Participating Funders; Letter of Interest) as a result of termination. Costs associated with termination will be paid directly to Cybergrants.

No refunds will be provided as a result of termination.

Quantum Foundation Kerry Diaz – President CEO	Children's Services Council of Palm Beach County Gaetana D. Ebbole - CEO
Palm Healthcare Foundation John Peters – CFO and Interim CEO	United Way of Palm Beach County Charles W. Anderson – Chief Executive Officer
ATTEST:	
Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF COUNTY COMMISSIONERS
ВҮ:	BY:
Clerk & Comptroller	Shelly Vana, Chair Shelley Vara, Chau
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND CONDITIONS
LEGAL SUFFICIENCY	Department of Community Services

Channell Wilkins, Director

Assistant County Attorney