



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	131,364				
External Revenue					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>131,364</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.:

Fund 0001 Dept 740 Unit 2067 Object 8101 Program Code \_\_\_\_\_ Program Period \_\_\_\_\_

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

Funding source is Palm Beach County.

**C. Departmental Fiscal Review:**

TM  
Taruna Malhotra, Director, Financial & Support Svcs

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

John M. [Signature] 2/19/13  
OFMB cc 2/19/13 adm 2/19 for Barbara Wheeler 3-1-13  
Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 3/4/13  
Chief 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 (R2011-1883) made and entered into in Palm Beach County Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and 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 207 Bacom Point Road, Pahokee, Florida 33476.

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **December 6, 2011**, which provided for the agency/program which provides services to the brief program description; and

**WHEREAS**, the contract currently has an expiration date of September 30, 2012 and is funded in the amount of One-Hundred Thirty-One Thousand, Three-Hundred and Sixty-Four Dollars (\$131,364).

**WHEREAS**, the parties desire to extend the contract to September 30, 2013 and in the amount of One-Hundred Thirty-One Thousand, Three-Hundred and Sixty-Four Dollars (\$131,364).

**WHEREAS**, the parties agree that certain other amendments to the contract are necessary and appropriate.

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

1. So much of Article 2 - Schedule that says September 30, 2012 shall be amended to read September 30, 2013.
2. So much of Article 3 - Payments that says One-Hundred Thirty-One Thousand, Three-Hundred and Sixty-Four Dollars (\$131,364) shall be amended to read TWO-HUNDRED SIXTY-TWO THOUSAND, SEVEN-HUNDRED and TWENTY-EIGHT DOLLARS (\$262,728).
3. An Exhibit "B1" for FY 13 is attached hereto and made a part hereof showing new units service rate and definition and such exhibit supersedes and replaces Exhibit "B."
4. Article 1 – Services will be modified to include the following:

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

5. Article 3.2 – Shall be replaced with the following:

Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the SAMIS website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

6. Article 13.E – Agency Programmatic Requirements shall be replaced with the following:

The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed. The agency will provide a final close out report accounting for all funds expended hereunder no later than 30 days from the contract end date.

7. Article 13.G – Agency's Programmatic Requirements shall be replaced with the following:

Outcomes are to be entered for each program as clients are served into the FAA or SAMIS website programs. All agencies will start with the FAA website reporting process and then transition to the SAMIS program upon notification

from the County to do so. Reports will be run on at least a quarterly basis so that staff is able to determine performance of services being provided. Final client data entry must be complete by September 30 in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff or consideration of future funding. All data will be submitted via the SAMIS Website.

8. Article 14 – Agency Certification/Nonprofits First shall be replaced with the following:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). All new FAA funded agencies will complete certification within eighteen (18) months of their initial County contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15, 2013. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their contract period.

#### **OTHER PROVISIONS**

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

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

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

ATTEST:

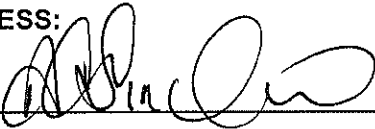
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida

BOARD OF COUNTY COMMISSIONERS

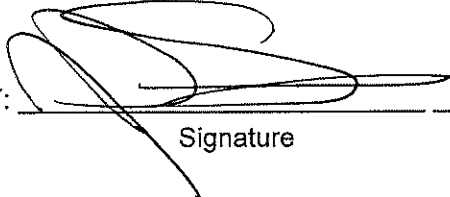
BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Steven L. Abrams, ~~Chairman~~  
Mayor

WITNESS:  
  
\_\_\_\_\_

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

CITY CLERK ANIKA SINCLAIR  
\_\_\_\_\_  
Name Typed

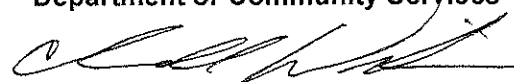
BY:   
\_\_\_\_\_  
Signature

59-6000400  
\_\_\_\_\_  
Agency's Federal ID Number

MAYOR  
\_\_\_\_\_  
Agency's Signatory Name Typed

J.P. SASSER  
\_\_\_\_\_  
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:   
\_\_\_\_\_  
Channell Wilkins, Director

UNITS OF SERVICE RATE AND DEFINITION 2013  
FINANCIAL ASSISTANCE CONTRACT

Agency: City of Pahokee

Service Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
<p><b>Service: Fresh Start/Wellness Opportunities</b> A unit of service is defined as one day of service to one client. That service will be to a youth participant and may include social, recreational, life skills, nutrition or mentoring activities. That service will also be for the Senior Citizens and may include social development, community outreach and physical fitness activities.</p>	\$20.41	\$131,364
<b><u>TOTAL CONTRACT</u></b>		<b><u>\$131,364</u></b>

