Agenda Item #: 3E-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: March 12, 2013		[X]	Consent	[]	Regular
5	ŗ	[]	Ordinance	Ľ]	Public Hearing
Department						
Submitted By:	Community Serv	<u>/ices</u>				
Submitted For:	Financially Assi	<u>sted Aq</u>	<u>encies</u>			
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 01 to the Contract for Provision of Financial Assistance with the City of Pahokee (R2011-1883) for the period October 1, 2012, through September 30, 2013, increasing funding by \$131,364 for a new amount not to exceed \$262,728 for the Fresh Start/Wellness Opportunities programs.

Summary: The information submitted reflects the last contract of a total of 46 contracts, allocating \$12,220,011 of funding for the Financially Assisted Agencies Program for FY 2013. The amendment amount reflects the dollar amount approved by the Board of County Commissioners for FY 2013 for the City of Pahokee. <u>District 6</u> (TKF)

Background & Justification: In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The Financially Assisted Agencies program was established in the early 1980's to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state and local funding sources that support our County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidenced-based programming and outcome measures that ensure effective changes in people's lives in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Amendment No. 01 to Contract for Provision of Financial Assistance

Recommended By: Department Director

Approved By:

Assistant County Administrator

Date

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)					
NET FISCAL IMPACT	131,364				

ADDITIONAL FTE POSITIONS (Cumulative)

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: _____/ m Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

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

2/19/13 Barbarra Wheele 3-1-13 Capital 3 of Contract Development and Control

B. Legal Sufficiency:

34/13

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 <u>City of Pahokee</u> hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is <u>207 Bacom Point Road, Pahokee, Florida 33476</u>.

WITNESETH:

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 <u>One-Hundred Thirty-One Thousand, Three-Hundred and</u> <u>Sixty-Four Dollars (\$131,364)</u>.

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

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.
- So much of Article 3 Payments that says <u>One-Hundred Thirty-One Thousand</u>, <u>Three-Hundred and Sixty-Four Dollars</u> (\$131,364) shall be amended to read <u>TWO-HUNDRED SIXTY-TWO THOUSAND</u>, <u>SEVEN-HUNDRED and TWENTY-</u> <u>EIGHT DOLLARS</u> (\$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.

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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

Page **2** of **5**

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.

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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.

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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

Mayor

BY:_

WITNESS

Clerk & Comptroller

BY: _ Steven L. Abrams, Ghairman

AGENCY:

City of Pahokee

BY:

Agency's Name Typed

CITY CLERK ANIKA SINCLAIR Name Typed

..

59-6000400 Agency's Federal ID Number Signature

Agency's Signatory Name Typed

J.P. SASSER

Agency's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY APPROVED AS TO TERMS AND CONDITIONS Department of Community Services

By:

Assistant County Attorney

Channell Wilkins, Director

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EXHIBIT B-1

UNITS OF SERVICE RATE AND DEFINITION 2013 FINANCIAL ASSISTANCE CONTRACT

Agency:	City of Pahokee		
D	Service Name and efinition of Unit of Service	Unit Cost	Total Cost Of Service
That service will social, recreatior That service will	Fresh Start/Wellness Opportunities is defined as one day of service to one client. be to a youth participant and may include nal, life skills, nutrition or mentoring activities. also be for the Senior Citizens and may velopment, community outreach and physical	\$20.41	\$131,364

TOTAL CONTRACT

<u>\$131,364</u>

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ACORD AFT		יי עידי ווכבא			DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM, BELOW. THIS CERTIFICATE OF II REPRESENTATIVE OR PRODUCER,	ATIVELY OR NEGATIVELY AMENI NSURANCE DOES NOT CONSTITU AND THE CERTIFICATE HOLDER.	LY AND CONFERS D, EXTEND OR AL UTE A CONTRACT	NO RIGHTS UF TER THE COVE BETWEEN THE	PON THE CERTIFICAT ERAGE AFFORDED B E ISSUING INSURER(Y THE POLICIES S), AUTHORIZED		
IMPORTANT: If the certificate holds the terms and conditions of the poli certificate holder in lieu of such end	cy, certain policies may require an	endorsement. A st	atement on this	SUBROGATION IS WA	IVED, subject to onfer rights to the		
PRODUCER World Risk Management, Li 141 Terra Mango Loop	ud	PHONE (A/C, No, Ext): (407	Dirmyer)445-2414 dirmyer@wr	10001000	407)445-2868		
Ste A Orlando FL 3	2835	CUSTOMER ID #000		·····	NAIC #		
INSURED				anagement of F.			
City of Pahokee 207 Bacom Point Road		INSURER C :					
	3746-1861	INSURER E :	•				
COVERAGES CE THIS IS TO CERTIFY THAT THE POLICII INDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MA' EXCLUSIONS AND CONDITIONS OF SUC	REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFOR	AVE BEEN ISSUED T N OF ANY CONTRAC DED BY THE POLICI	O THE INSURED T OR OTHER DO ES DESCRIBED H	CUMENT WITH RESPEC	T TO WHICH THIS		
INSR TYPE OF INSURANCE	ADDL SUBR INSR WYD POLICY NUMBER FRM 09-012 (PRM 10/1/2012 vers	10/1/2012	10/1/2013 ME PE	LIMITS CH OCCURRENCE \$ MAGE TO RENTED EMISES (Ea occurrence) \$ D EXP (Any one person) \$ RSONAL & ADV INJURY \$	2,000,000 Excluded 2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:				NERAL AGGREGATE \$ ODUCTS - COMP/OP AGG \$ \$	2,000,000		
POLICY JECT LOC A AUTOMOBILE LIABILITY X X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X NON-OWNED AUTOS X AUTO PHYSICAL DAMAGE	PRM 09-012 (PRM 10/1/2012 versi	ion)	(Ea 10/1/2013 BOI BOI PRC (Per	MBINED SINGLE LIMIT accident) \$ DILY INJURY (Per person) \$ DILY INJURY (Per accident) \$ OPERTY DAMAGE r accident) \$ MP/COLL \$1000 DED. \$			
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$			AGO	CH OCCURRENCE \$ SREGATE \$ S S S			
A WORKERS COMPENSATION AND EMPLOYERS'LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A PRM 09-012 (PRM 10/1/2012 versi	10/1/2012 	10/1/2013 E.L.	WC STATU- TORY LIMITS OTH- ER EACH ACCIDENT \$ DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$	1,000,000 1,000,000 1,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI With respects to the listed cover alm Beach County BOCC.	CLES (Attach ACORD 101, Additional Remarks rages held by the named ins	s Schedule, if more space sured as evidenc	is required) e of insuranc	e per written con	tract with		
		CANCELLATION					
Palm Beach County BOC			DATE THEREC	RIBED POLICIES BE CAN OF, NOTICE WILL BE ROVISIONS.			
c/o Department of Com Sharon Nagle 810 Datura Street West Palm Beach, FL	33417	AUTHORIZED REPRESENTATIVE					
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