Agenda Item #: 3X6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: Nov	vember 22, 2016	[X] []	Consent Ordinance]]]	Regular Public Hearing
Department: Submitted By: Submitted For: ====================================	Department of Pu Department of Pu Division of Victin	ublic Sa	afety	= == ==	==:	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment #002 to contract #COHJ3 with the State of Florida, Department of Health (FL DOH) to comply with recent amendments to Chapter 119 of the Florida Statutes.

Summary: FL DOH is amending contracts to add required public records language to comply with the amendments to Chapter 119 of the Florida Statutes. The Division of Victim Services has a contract (COHJ3) with FL DOH to receive grant funds to implement the Green Dot Strategy for sexual violence prevention. This contract is impacted by the amendments to Chapter 119 of the Florida Statutes prompting the need to delete the Public Records Section of the COHJ3 Standard Contract and replace it with the language identified in COHJ3 Amendment #002. <u>Countywide</u> (LDC)

Background and Justification: Palm Beach County Victim Services was awarded a grant from the State of Florida, Department of Health in the amount of \$625,000 for a five (5) year funding cycle, beginning February 1, 2016 and ending January 31, 2021 to implement the Green Dot Strategy. This strategy is a comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence. It targets all community members as potential bystanders, and seeks to engage them, through awareness, education and skills practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations resulting in the ultimate reduction of violence. For the first year of the contract, the focus population is Palm Beach County employees.

Attachments:

1) Amendment #002, COHJ3 contract

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Recommended by:	Stephance Slipioks	10/27/16
	Department Director	Date
Approved By:		11-7-16
	Deputy County Administrator	Date

П. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)					
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	00	0	0	0	0
Is Item Included In Curre	ent Budget?	Yes	No		
Budget Account Exp No Rev No:	: Fund [: Fund [Department _ Department _	Unit Unit	_ Object _ RevSc	
B. Recommended Sourc Fund: Unit: Grant:	es of Funds/	Summary of I	Fiscal Impac	t:	
No additional fiscal impact	N		. A di		
Departmental Fiscal Rev	iew:	MBUNG	1014116		
	III. <u>REVI</u>		NTS		
A. OFMB Fiscal and/or C	Contract Dev.	and Control	Comments:		
Juli OFMB B. Legal Sufficiency:	-8 Ak 10/25/	 /	Contract Ac	Jaubar Iministration	11/31/6

Β. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT <u>#002</u>

This amendment, entered into between the State of Florida Department of Health, hereinafter referred to as the "Department" and <u>Palm Beach County Board of County Commissioners</u>, hereinafter referred to as "Provider," amends contract <u>#COHJ3</u>.

The Department and Provider have agreed to amend this contract to comply with recent amendments to Chapter 119, Florida Statutes.

1. Standard Contract, Page 2, Section I.C.8., is deleted in its entirety and replaced with the following:

Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department in order to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract transfer to the Department, at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, <u>PublicRecordsRequest@flhealth.gov</u> or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

2. This amendment shall begin on July 1, 2016 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two page amendment to be executed by their officials thereunto duly authorized.

Attachment#	1
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PROVIDER: <u>Palm Beach County Board of</u> <u>County Commissioners</u>

SIGNED BY: ____

NAME:_____

TITLE: Mayor

DATE: _____

FEDERAL ID NUMBER: 59-6000785

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER

Ву: ____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ву: __

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Stephasiple By: TO Department Director

STATE OF FLORIDA DEPARTMENT OF HEALTH

SIGNED

BY: ___

NAME: Shannon F. Hughes

TITLE: <u>Director, Division of Community Health</u> <u>Promotion</u> DATE: _____

Attachment#	
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