

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	1,475,748				
External Revenue	(1,475,748)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

No. ADDITIONAL FTE POSITIONS (Cumulative)	0				
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Is Item Included In Current Budget? Yes No X
 Does this item include the use of federal funds? Yes X No

Budget Account No.:
 Fund 1003 Dept 145 Unit 1455 Object Var. Program Code Var. Program Period Var.
 Fund 1009 Dept 145 Unit 1462 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 State of Florida, Department of Economic Opportunity

Budget will be aligned upon receive and file executed modifications.

C. Departmental Fiscal Review: 
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

 4/16/18
 OFMB cb 4/13 (P) 4/16/18 sp/13 Contract Development and Control 4/11/18
 4/16/18 (TW)

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

MEMORANDUM



TO: Melissa McKinlay, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator
Board of County Commissioners *VB*

THRU: Nancy L. Bolton, Assistant County Administrator
Board of County Commissioners *NLB*

FROM: James Green, Director
Community Services Department *JG*

DATE: March 1, 2018

RE: Modification No. 1 to FFY 2017 Community Services Block Grant Federally Funded Subgrant Agreement No. 17SB-0D-10-60-01-021 and Modification No. 2 to FFY Low-Income Home Energy Assistance Program Federally Funded Subgrant Agreement No. 17EA-0F-10-60-01-023

Community Services Department

810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
FAX: (561) 355-3863
www.pbcgov.com

Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor

Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker



"An Equal Opportunity Affirmative Action Employer"

Pursuant to Section 309 of the Administrative Code, your signature is needed for the approval of Modification No. 1 to the FFY 2017 Community Services Block Grant (CSBG) Federally Funded Subgrant Agreement No. 17SB-0D-10-60-01-021 (R2017-0625), for the period October 1, 2016, through September 30, 2020, and Modification No. 2 to the FFY 2017 Low-Income Home Energy Assistance Program (LIHEAP) Federally Funded Subgrant Agreement No. 17EA-0F-10-60-01-023 (R2017-0996), for the period April 1, 2017, through March 31, 2018, with the Florida Department of Economic Opportunity (DEO). No County match is required.

Modification No. 1 to the FFY 2017 CSBG Federally Funded Subgrant Agreement No. 17SB-0D-10-60-01-021 will increase the number of clients served, for an amount not to exceed \$3,037,891, which includes the current award amount of \$1,625,968, the FFY 2016 carryover amount of \$359,922, and the 2018 estimated amount of \$1,052,001. These funds will be used to assist clients toward economic stability by providing employment skills training and job placement services, resume training, financial management training, rental assistance, utility assistance and case management services to low income residents of Palm Beach County.

Modification No. 2 to the FFY 2017 LIHEAP Federally Funded Subgrant Agreement No. 17EA-0F-10-60-01-023 increases the original grant agreement amount by \$63,825, for a new total amount not to exceed \$3,413,790. The funds will be used to provide energy payment assistance to over 7,000 low-income clients residing in Palm Beach County.

The DEO sent instructions to return the modifications as soon as possible. The emergency signature process is being utilized because there is not sufficient time to submit this item through the regular Board of County Commissioner's agenda process and meet the return deadline.

Approved by:
mal
Assistant Department Director

James Green
OFMB
Nancy L. Bolton
Assistant County Administrator

Helene Hvizd
Helene Hvizd
Assistant County Attorney

Attachments:
Modification No. 1 CSBG Subgrant Agreement No. 17SB-0D-10-60-01-021
Modification No. 2 LIHEAP Subgrant Agreement No. 17EA-0F-10-60-01-023

**MODIFICATION NUMBER [1] OF AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
FFY 2017 COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM AND
PALM BEACH COUNTY, FLORIDA**

CFDA Number: 93.569

Agreement Number: 17SB-0D-10-60-01-121

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS MODIFICATION Number [1] is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Palm Beach County, Florida, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

WHEREAS, DEO and Subrecipient have entered into Agreement Number 17SB-0D-10-60-01-121, in which DEO awarded Subrecipient **One Million Six Hundred Twenty-Five Thousand Nine Hundred Sixty-Eight Dollars and Zero Cents (\$1,625,968.00)** in Community Service Block Grant (CSBG) funds ("the Agreement"); and

WHEREAS, Paragraph (4)(b) of the Agreement provides that "[m]odifications to this Agreement must be in writing, on DEO-approved forms, as applicable, and duly signed by the Parties"; and

WHEREAS, CSBG Federal Fiscal Year 2016 carryover and Federal Fiscal Year 2017 funds are available to increase the amount of funding granted to Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

1. Paragraph (3) PERIOD OF AGREEMENT is hereby deleted in its entirety and replaced with the following:

"This Agreement period will begin on October 1, 2016, and will end on September 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement. For avoidance of all doubt, notwithstanding anything else herein, including, but not limited to Exhibit 1-A, FUNDING SOURCES, and Attachment I, SUBRECIPIENT INFORMATION, the subaward period of performance starts October 1, 2016 and ends September 30, 2020."

2. Subparagraph (18)(a), FUNDING/CONSIDERATION, is hereby deleted in its entirety and replaced with the following:

"(a) This is a cost-reimbursement agreement. DEO awards Subrecipient **Three Million Thirty-Seven Thousand Eight Hundred Ninety-One Dollars and Zero Cents (\$3,037,891.00)**, subject to the terms and conditions of this Agreement, availability of funds and appropriate budget authority; however, Subrecipient may incur costs and submit for reimbursement only up to the Total (Revised) Funds Released dollar amount listed in Subrecipient's most recently DEO-issued Notice of Fund Availability (NFA). Each such NFA, and any attachments thereto, duly issued to Subrecipient by DEO, including, but not limited to its special terms, conditions, and instructions, is incorporated into the Agreement by reference."

3. Attachment J, Budget Summary, is hereby deleted in its entirety.
4. Attachment A, Scope of Work, Section E, PROGRAM TASKS & REQUIREMENTS, subparagraph (10) is hereby deleted in its entirety and replaced with the following:

“(10) Pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 (29 U.S.C., §§ 3101-3344), Subrecipient, in carrying out employment and training activities, as defined in section 3 of the WIOA, and pursuant to section 676(b)(5) of the Community Services Block Grant Act, is a required partner and must integrate these programs into the CareerSource Florida, Inc., “One-Stop” delivery system. Each partner program administered by Subrecipient in the one-stop center will contribute to infrastructure costs at a rate negotiated and agreed upon by and between Subrecipient and the CareerSource Florida, Inc., local workforce development board(s) in its service area through the establishment of a memorandum of understanding in compliance with title 29 U.S.C. section 3151 of the WIOA and corresponding federal regulations and guidance.”

5. To the extent there is any conflict between the provisions of this Modification, including any attachments and exhibits thereto, and the provisions of the Agreement, including any attachments and exhibits thereto, the provisions of this Modification shall supersede and control.
6. All provisions of the Agreement, including any attachments or exhibits thereto, not amended by or in conflict with this Modification, remain in full force and effect.

The remainder of this page is intentionally left blank.

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement, as modified. This Modification shall be effective on the date on which the last Party has signed the Agreement, whichever is latest.

SUBRECIPIENT
PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: Melissa McKinlay
Signature

By: _____

Melissa McKinlay, Mayor
(Print/Type Name and Title Here)

Debbie Smiley, Bureau Chief
Bureau of Economic Self-Sufficiency

Date: _____

Date: _____

59-6000785
Federal Identification Number

Approved as to form and legal
sufficiency, subject only to full and
proper execution by the Parties.

078470481
DUNS Number

Office of the General Counsel
Department of Economic Opportunity

17SB-OD-10-60-01-121
Agreement Number

By: _____

Attest: Sharon R. Bock
Clerk and Comptroller
By: _____
Deputy Clerk

Approved Date: _____

Approved As To Form
And Legal Sufficiency
By: Debra C. Hering
Assistant County Attorney

Approved As To Terms
And Conditions
By: Juan E. [Signature]
Department Director

**MODIFICATION NUMBER [2] OF AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
FFY 2017 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AND
PALM BEACH COUNTY, FLORIDA**

CFDA Number: 93.568

Agreement Number: 17EA-OF-10-60-01-023

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS MODIFICATION Number [2] is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Palm Beach County, Florida, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

WHEREAS, Paragraph (4)(b) of the Agreement provides that "[m]odifications to this Agreement must be in writing, on DEO-approved forms, as applicable, and duly signed by the Parties"; and

WHEREAS, DEO and Subrecipient have entered into Agreement Number 17EA-OF-10-60-01-023, in which DEO awarded Subrecipient **Three Million Three Hundred Forty-Nine Thousand Nine Hundred Sixty-Five Dollars and Zero Cents (\$3,349,965.00)** in Low-Income Home Energy Assistance Program (LIHEAP) funds ("the Agreement"); and

WHEREAS, LIHEAP Federal Fiscal Year 2016 carryover and Federal Fiscal Year 2017 funds are available to increase the amount of funding granted to Subrecipient; and

WHEREAS, additional funds have become available to increase the amount of the funding granted to Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

1. Paragraph (3) PERIOD OF AGREEMENT is hereby deleted in its entirety and replaced with the following:
"This Agreement period begins on **April 1, 2017**, and ends on **September 30, 2020**, unless terminated earlier in accordance with the provisions of this Agreement, including but not limited to, Paragraph (13) of this Agreement. For avoidance of all doubt, notwithstanding anything else herein, including, but not limited to Exhibit 1-A, FUNDING SOURCES, and Attachment I, SUBRECIPIENT INFORMATION, the subaward period of performance starts April 1, 2017 and ends September 30, 2020."

2. Subparagraph (18)(a), FUNDING/CONSIDERATION, is hereby deleted in its entirety and replaced with the following:

"(a) This is a cost-reimbursement agreement. DEO awards Subrecipient **Three Million Four Hundred Thirteen Thousand Seven Hundred Ninety Dollars and Zero Cents (\$3,413,790.00)**, subject to the terms and conditions of this Agreement, availability of funds and appropriate budget authority; however, Subrecipient may incur costs and submit for reimbursement only up to the Total (Revised) Funds Released dollar amount listed in Subrecipient's most recently DEO-issued Notice of Fund Availability (NFA). Each such NFA, and any attachments thereto, duly issued to

Subrecipient by DEO, including, but not limited to its special terms, conditions, and instructions, is incorporated into the Agreement by reference."

- 3. Attachment J, Budget Summary and Workplan, is hereby deleted in its entirety.
- 4. To the extent there is any conflict between the provisions of this Modification, including any attachments and exhibits thereto, and the provisions of the Agreement, including any attachments and exhibits thereto, the provisions of this Modification shall supersede and control.
- 5. All provisions of the Agreement, including any attachments or exhibits thereto, not amended by or in conflict with this Modification, remain in full force and effect.

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Agreement, as modified. This Modification shall be effective on the date on which the last Party has signed the Modification, whichever is latest.

SUBRECIPIENT
Palm Beach County, Florida

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: Melissa McKinlay
(Signature)

By: _____

Melissa McKinlay, Mayor
(Print/Type Name and Title Here)

Debbie Smiley, Chief
Bureau of Economic Self-Sufficiency

Date: _____

Date: _____

59-6000785
Federal Identification Number

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

078470481
DUNS Number

Office of the General Counsel
Department of Economic Opportunity

17EA-0F-10-60-01-023
Agreement Number

By: _____

Attest: Sharon R. Bock
Clerk and Comptroller
By: _____
Deputy Clerk

Approved Date: _____

Approved As To Form
And Legal Sufficiency
By: Helen D. Boyd
Assistant County Attorney

Approved As To Terms
And Conditions
By: Jane E. L...
Department Director