

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Community Service Agency Partnership Grant Recommendation

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Phillip C. Stalvey ^{PS} **CONTACT:** David Medley ^{DM} **EXT.** 3363

Agenda Date <u>5/13/03</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute Contract between Seminole County and the Seminole County Coalition for School Readiness.

BACKGROUND: On November 12, 2002, the Board of County Commissioners approved the distribution of \$44,000 in C.S.A. Partnership Grant Funds to provide child care services through the Seminole County Coalition for School Readiness. The contract has been completed and is attached for final BCC approval.

Reviewed by:	<u>429-03</u>
Co Atty:	<u>S. D. [Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>SS</u>
CM:	<u>[Signature]</u>
File No.	<u>CCS01</u>

THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC. AGREEMENT

THIS AGREEMENT is made and entered this 3rd day of April, 2003, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC.**, a Florida not-for-profit corporation, whose address is 14 E. Washington Street, Suite 600, Orlando, Florida 32801-2156, hereinafter referred to as the "COALITION".

W I T N E S S E T H:

WHEREAS, the COALITION is a community based agency which provides financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2002, through September 30, 2003, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that COALITION fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received notice of termination. Upon said termination, COALITION shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. COALITION shall use funds from this Agreement, the Federal government, any public or private agency and subsidized parent fees to provide financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue From Other Sources. COALITION agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by COALITION during the term of this Agreement. It is understood that COALITION has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby COALITION would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification.

(a) COALITION shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs,

attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to COALITION or whomsoever, resulting out of COALITION's fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; or by reason or as a result of any act or omission of COALITION in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the County upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the County shall promptly provide notice in writing thereof to the COALITION by registered or certified mail addressed to the Coalition at the address provided hereinafter. Upon receiving such notice, the Coalition, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the Coalitions defense of any such action, suit or proceeding.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to COALITION up to a maximum sum of FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) for all services provided hereunder by COALITION during the term of this Agreement. Said sum is payable in twelve (12) monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A"

and that COALITION has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Principal Analyst
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

Section 8. Reporting Requirements. COALITION shall submit to the COUNTY by the 30th day of each month:

(a) A report showing that the COALITION is monitoring the COALITION's contracted service providers for responsible service delivery in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A report reflecting total COUNTY child care dollars expended during the preceding month and matching funds from the COALITION;

(2) Statistics representing the number of children served by the COALITION with matching dollars for that month and for the year to date; and

(3) A copy of the COALITION's contracted service provider(s) waiting list, if applicable as determined by the COUNTY, showing names of children, length of time on list waiting for service, explanations for addition to or removal from the list, and explanations for children receiving service out of list order.

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, COALITION shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, COALITION shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to COALITION as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received such notice of termination. In the event there are any unused COUNTY funds, COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. COALITION shall allow the COUNTY, its duly authorized agent and the public access to such of COALITION's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 11. Audit. COALITION shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2003, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Manager, Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

FOR COALITION

The Seminole County Coalition for School Readiness, Inc.
14 E. Washington Street, Suite 600
Orlando, Florida 32801-2156

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, COALITION shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to COALITION as provided hereinabove.

Section 16. Conflict of Interest.

(a) COALITION agrees that it will not engage in any action that would create a conflict of interest in the performance of its

obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) COALITION hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of COALITION to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, COALITION hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:

Peter E. Sul
Secretary

THE SEMINOLE COUNTY COALITION
FOR SCHOOL READINESS, INC.

By: Tamara S. Tener
President

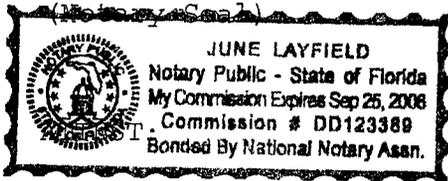
(Corporate Seal)

Date: April 3, 2003

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 3rd day of April, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Tamara S. Tener and Pat Frank, as President and Secretary, respectively, of THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC., a not-for-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced personally known as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

June Layfield
Notary Public in and for the County
and State Aforementioned



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
2/25/03
coalition school readiness

3 Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: The Seminole County Coalition for School Readiness

**AGENCY ADDRESS: 714 W. Amelia Street
Orlando, Florida 32805**

PRESIDENT/DIRECTOR: VACANT

AGENCY PHONE NUMBER: (407) 425-6007

AGENCY FAX NUMBER: (407) 425-6888

AGENCY E-MAIL: brsinc@cfl.rr.com

The above agency will provide the following services for the residents of Seminole County during FY 2002-2003.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Child Care Assistance	One child care day of service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2002-September 2003)?

Service*	Number of County funded units **
1. Child Care Assistance	2,750 days of full/part-time service

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Child Care Assistance	\$16.00 per day (variable based on parent fee, but not to exceed \$24.00 per day.)

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Child Care Assistance	Industry standard set by the Florida Partnership for School Readiness

***Not to exceed \$44,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Seminole County Coalition for School Readiness, Inc.
 Original and One Copy to: Stephanie Statuto
 Principal Analyst
 400 West Airport Boulevard
 Sanford, Florida 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Child Care				2750				\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	0	0	0	2750	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2003. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only
Received date (original):
Complete date:
Processed date:
No. of corrections:
Annual audit-date:

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C

Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2003

Program Logic Model – Date revised: September 13, 2002 (for 2002-03 contract term)

Agency: The Seminole County Coalition For School Readiness, Inc. Please check: Existing New

Program Location: 714 West Amelia Street Orlando, Florida 32805

Resources	Activities	Outputs	Outcomes	Goals
<p>SERVICE PROVIDERS: Family Services: Staff: (1) degreed Vice President, Family Services, (1) Master's level Program Analyst, (1) degreed Eligibility Coordinator, (3) degreed supervisors, (1) degreed Eligibility trainer, (3) intake specialists (25) degreed Eligibility counselors Finance and Administrative Services: (13) Records staff PROGRAM SETTING: 3500 W. Colonial Drive, 2 sector offices, and child care sites COMMUNITY FACTORS: Child care providers, public transportation system, parents COLLABORATIONS: School Readiness Coalitions, Child care providers, child care associations, local businesses, government agencies SERVICE TECHNOLOGIES: Data and voice communications systems, child care providers, NACCRRAware and other customized software, customer satisfaction surveys, donor management reports, quarterly telephone survey FUNDING SOURCES: Heart of Florida United Way, Florida Partnership for School Readiness, Orange County Government, Seminole County Government, and other government agencies PARTICIPANTS: Children (birth to 13 years old), parents, child care providers, and businesses</p>	<p>Conduct eligibility interviews for child care assistance</p> <p>Broker child care arrangements with child care providers</p> <p>Provide monthly reimbursements to child care providers</p> <p>Conduct quarterly telephone surveying to a sample of parents served and analyze results</p> <p>Provide referrals to community agencies to parents being served</p>	<p>Approximately 2,000 children enrolled in services annually</p> <p>214 child care providers receive reimbursement monthly</p> <p>Approximately 210 one-hour interviews conducted monthly</p>	<p>Parent's stress levels associated with child care arrangements will be decreased</p>	<p>Community resources are available that support parents in their struggle for self-sufficiency</p> <p>Children are enrolled in quality child care programs that help them start school healthy and ready to learn</p>