# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Community Service Agency Partnership Grant
DEPARTMENT: Community Services DIVISION: Community Assistance
AUTHORIZED BY: Phil Stalvey CONTACT: David Medley EXT. 3363
Agenda Date 11-09-04 Regular Consent Work Session Briefing Public Hearing – 1:30 Public Hearing – 7:00
MOTION/RECOMMENDATION: Approval by the Board of County Commissioners of the attached contracts for Central Florida YMCA, Seminole County Christian Sharing Center, and the Seminole County School Readiness Coalition, authorization for Chairman to execute contracts and authorization to move funds from General Fund Reserves.
BACKGROUND: On October 26, 2004, the Board of County Commissioners approved the following funding allocations pending review of proposed contracts (attached):
Central Florida YMCA \$25,000 The Seminole County Christian Sharing Center \$50,000 The Seminole County School Readiness Coalition \$75,000

The funding amounts above include new funding of \$25,000 for the Central Florida YMCA, an additional \$25,000 for The Seminole Christian Sharing Center from the initial \$25,000 that was originally recommended to \$50,000, and an increase of funding of \$15,000 for the School Readiness Coalition from \$60,000 originally recommended to \$75,000.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
File No. RCS01

## The Christian Sharing Center Statement of Need

The Christian Sharing Center has been called "the best kept secret in Seminole County." The saying is true and yet last year we served more than 8,000 Seminole County families by providing food, clothes, gas and prescription vouchers and paying their past due shelter and utility bills.

Gratefully, the BCC approved \$25,000 to help with the 16,769 bags of food that the CSC distributed. Using the \$18 per bag standard set by FEMA the county assisted with 1,389 bags or 8% of the total distributed. An additional \$25,000 would bring the total county food assistance to 16%

Compared to the previous year when the center gave 20,624 bags to 7,938 families, it is easy to see that more families received less food. Not because there was not the need but because there was less food available.

The distribution of food is our first priority number since hungry people can't function well in work or school. However, we do pay thousands of dollars of our own funding each year to assist families who fall through the cracks of government financial assistance. The CSC caseworkers continually work with Community Assistance to help deserving clients who are ineligible for County funding. Yet every dollar we spend to purchase food means one dollar less for shelter, utilities, transportation, prescriptions or one of the many miscellaneous needs a family encounters.

Hurricanes Charley, Frances and Jeanne impacted the agency's food supply and the number of requests for financial assistance. The Christian Sharing Center is designated through ESF15 as one of three Seminole County disaster relief centers. Due to this partnership we distributed emergency food bags, disaster relief supplies, clothes, gas vouchers and financial assistance to families immediately following each hurricane and continued to provide assistance where needed. To date our estimated cost of disaster services is \$88,687. This was accomplished with our paid and volunteer staff and resources. Limited government food was made available but no government funding was received.

The Christian Sharing Center is dedicated to providing help to those in our community who need it. Every family that we assist helps to make Seminole County a better place to live and work and ensures that those who want to better themselves can.

# The Christian Sharing Center Hurricane Relief Period 08/16/04 to 09/30/04

Service	Total	Hurricane Number	Normal Monthly Average	Total Dollars	Hurricane Dollars
Cases	2011	1241	604		
People	4857	2998	1,761		
# Bags of Food	3152	1904*	1,361	\$56,736	\$34,276.50
Clothing	213	130	105	\$17,588	\$10,631.50
Transportation	48	29	26	\$ 3,902	\$ 2,860.25
Medical	27	18	5	\$1,801	\$ 1,189.00
Referrals	2842	2347			
Shelter	80	53	31	\$42,550	\$26,799.25
Utilities	90	61	35	\$15,947	\$10,758.50
Miscellaneous	200	70	98	\$ 3,590	\$ 2,171.75
				\$142,114	\$88,686.75

<sup>\*</sup>Attempting to stretch our food supply we only gave out one emergency food bag to hurricane families while we normally give an average of three bags per family.

#### THE CHRISTIAN SHARING CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 CHRISTIAN SHARING CENTER, INC., a Florida non profit corporation, whose address is 600 North Highway 17/92, Suite 158, Longwood, Florida 32750, hereinafter referred to as the "CENTER".

#### WITNESSETH:

WHEREAS, the CENTER provides basic needs services to individuals and families 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, 2004, through September 30, 2005, 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 the CENTER 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 the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER 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. The CENTER shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to individuals and families in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue From Other Sources. The CENTER 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 the CENTER during the term of this Agreement. It is understood that the CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby the CENTER would be paid for providing the above services except as specified in Section 4 herein.

#### Section 6. Indemnification.

(a) CENTER 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 CENTER or whomsoever, resulting out of CENTER'S

fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CENTER 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 CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, 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 CENTER'S defense of any such action, suit or proceeding.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the CENTER up to a maximum sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in 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 the CENTER has complied with the reporting requirements contained hereinafter.
  - (c) Payment requests shall be sent to:

Original and one copy to:

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

- (d) Notwithstanding the above, however, CENTER shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2005.
- Section 8. Reporting Requirements. The CENTER shall submit to the COUNTY by the 30th day of each month:
- (a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:
- (1) A listing of objectives and projected service levels to benefit the COUNTY during the term of this Agreement;
- (2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of lectures given and the number of volunteers trained;
- (3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;
  - (4) The percent of projections achieved to date;
- (5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of the agency, any problems that might exist for the agency and special comments on particular program components;
- (b) Such additional information as required by the COUNTY to assess program effectiveness; and
- (c) Notwithstanding the above, the CENTER 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, the CENTER 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 the CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received such notice of termination. In the event there are any unused COUNTY funds, the CENTER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'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. The CENTER shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2005, 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 CENTER

Angie Romagosa, Executive Director The Christian Sharing Center, Inc. 600 North Highway 17/92, Suite 158 Longwood, Florida 32750

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, CENTER 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 the CENTER as provided hereinabove.

#### Section 16. Conflict of Interest.

- (a) The CENTER 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) The CENTER 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 CENTER 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, the CENTER 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:	THE CHRISTIAN SHARING CENTER, INC.
HAZEL OVITZ, Secretary (Corporate Seal)	By:
STATE OF FLORIDA) COUNTY OF SEMINOLE)	
OVITZ, as President and Secretary SHARING CENTER, INC., a non profof the State of Florida, who a produced  They acknowledged before me that	this
(Notary Seal)	Notary Public in and for the County and State Aforementioned
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.  For the use and reliance of Seminole County only.  Approved as to form and legal sufficiency.	Date:  Chairman  Date:  As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney SED/lpk 10/22/04 11/1/04 christian sharing center	

### 3 Attachments:

- Exhibit A Scope of Services
   Exhibit B Seminole County Community Service Agency Report Form
   Exhibit C Program Logic Model

#### **EXHIBIT A: SERVICE & COST PROPOSAL**

AGENCY NAME: The Christian Sharing Center

AGENCY ADDRESS: 600 N Hwy 17-92 Suite 158, Longwood, FL 32750

PRESIDENT/DIRECTOR NAME: Angie Romagosa AGENCY PHONE NUMBER: 40-260-9155 AGENCY FAX NUMBER: 407-332-0535

AGENCY E-MAIL: invest@christiansharing.org

PRESIDENT/DIRECTOR E-MAIL: angie.romagosa@christiansharing.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds. See schedule J(2) of application for examples.

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

Service*	Description (Define a unit of service)
1.Food Assistance	Feed one (1) person for four (4) days on one occasion
2.	
3.	
4.	
5.	

How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2004-September 2005)?

Service*	Number of County funded units **
1.Food Assistance	2,778 four (4) day units of food assistance
2.	
3.	
4.	
5.	

<sup>\*\*</sup> 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 (L)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1.Food Assistance	\$18 per four (4) day period
2.	
3.	
4.	
5.	

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

Service*	How Unit Cost determined
1.Food Assistance	Industry Standard set by FEMA
2.	
3.	
4.	
5.	

\*Services should be the same in all 4 sections (I-IV)
NOT TO EXCEED \$50,000

# **EXHIBIT B**

#### **Seminole County Community Service Agency Report Form**

**Agency Name:** 

The Christian Sharing Center, Inc.

Original and One Copy to:

Kelly Metcalf, MSW

Program Manager

Division of Community Assistance

400 W. Airport Blvd. Sanford, FL 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				5			
Service	Goal	Current	YTD		Goal	Current	YTD	Unit Cost	Amount
Food Asst					2778			\$18.00	\$0.00
TOTAL		0	0	0	2778	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 (1)-PROGRAM LOGIC MODEL**

\*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2005

Program Logic Model – Date Revised: 6/1/04

Agency: <u>The Christian Sharing Center, Inc.</u>

Program: Food Assistance Existing X New

Program Locations: 600 N. Hwy. 17-92, Suite 158 Longwood, FL 32750

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITES AND RESOURCES	EVALUATION	OUTCOMES
10% of the county's residents are living below the poverty level or making an annual household income of less than \$18,125 (\$8.71 per hour) for a family of four. These individuals make up Seminole County's "working poor" whose paychecks won't stretch to cover emergencies and provide for basic needs like food. Last year the agency provided food assistance to 10,104 individuals which comprise 3,949 unduplicated households.	To provide food assistance to alleviate hunger in low-income Seminole County individuals and families who have experienced a crisis that causes food insecurity in the household.	Prevent hunger and loss of nutrition during a household crisis for 80% of participants.  Provide 80% of participants with nourishing food they want to eat.	Activities: Develop partnerships and marketing strategies to promote food drives. Provide food to clients through agency's on-site food pantry. Maintain food pantry and provide storage for donated food. Interview & evaluate clients for eligibility and other needs. Case management. Resources: Board of Directors, Exec. Dir., Food Pantry Mgr., Dir. Of Case Mgmt., Casework Mgr., Volunteer Coordinator. Funders: Seminole County BCC, Community Services Network (credit), Values Reborn Thrift Store Partnerships: Second Harvest Food Bank, churches, businesses, schools, individuals.	Evaluate services via a quarterly survey of clients who received food with Seminole County funding.	Prevent hunger and loss of nutrition during a household crisis.  Provide participants with nourishing food they want to eat.

# EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program:	Food Assistance
	VIII. PROGRAM OUTCOMES & INDICATORS
AGENCY_	The Christian Sharing Center, Inc.
PROGRAM	Food Assistance PLEASE CHECK: EXISITNG_X_NEW
DATE REVI	SED6/1/04
PROGRAM	LOCATION(S):600 N. Hwy. 17-92, suite 158 Longwood, FL 32750_

Outcomes	Indicators
Outcome 1:	1.1 Quarterly survey responses
Prevent hunger and loss of nutrition during a household crisis.	1.2 Survey responses will indicate 80% of clients received food assistance which prevented hunger and loss of nutrition during a household crisis.
	1.3
	1.4
Outcome 2:	2.1 Organization's Food Pantry Grocery List
Provide participants with nourishing food they want to eat.	2.2 Quarterly survey responses
	2.3 Survey responses will indicate 80% of participants received nourishing food they want to eat.
	2.4
Outcome 3:	3.1
	3.2
	3.3
	3.4

# **EXHIBIT C (3): PROGRAM LOGIC MODEL (Continued)...**

Name of Program:	Food Assistance		
	IX. PROG	GRAM EVALUATION PLAN	
AGENCY	The Christian Sharing Center, Inc.		
PROGRAM	Food Assistance	PLEASE CHECK: EXISTING _X	NEW
DATE REVISE	ED6/1/04		
PROGRAMIC	CATION(S) 600 N Hwy 17-92 suit	te 158 Langwood EL 32750	

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Prevent hunger and loss of nutrition during a household crisis.	Survey	Strategy: Survey via phone Size: 748 households who received food assistance with county funds	Quarterly – December 30, 2004, March 30, 2005, June 30, 2005, September 30, 2005
2. Provide participants with nourishing food they want to eat.	Survey	Strategy: Survey via phone Size: 748 households who received food assistance with county funds	Quarterly – December 30, 2004, March 30, 2005, June 30, 2005, September 30, 2005
3.			

### Seminole County Coalition for School Readiness, Inc.

Supplemental Justification for Revised Budget Request Seminole Board of County Commissioners

On October 26, 2004, the Seminole Board of County Commissioners requested additional information to justify increasing our grant request by \$15,000 for a total award of \$75,000.

#### Statement of Revised Need

After submitting our application in early June 2004, two circumstances make this additional request necessary.

The first is the likely loss of additional community match support. In addition to the reduction in United Way funded referenced on page 10 of our original application, we have now been informed that one more of our match supporters, the Apartment Association of Greater Orlando, with likely select an alternate recipient for the \$15,000 previously committed to Seminole County. The rationale has nothing to do with their interest in school readiness, but rather that traditionally their maximum award period is 3 years. This unexpected likely loss of \$15,000, if not replaced, puts at risk over \$240,000 in state funding used to support child care for low income Seminole County families.

Further our average daily cost of care has been steadily increasing as the Coalition has adjusted it focus from school age children to pre-school age children (see Column 2 of the attached spreadsheet). When we submitted our request in June, we were hopeful that the impact would not be so immediate. Unfortunately, that was not the case.

Receiving the additional \$15,000 will ensure the Coalition can access its full share of state funding and continue to serve the same number of children as has been served in the prior year.

#### Justification for Inclusion of Services as Part of the Coalition's Billing

Providing childcare services is not limited solely to the cost of childcare. To qualify as matching funds, children with Seminole Commission funding must be income eligible and parents must meet work requirements. This requires staff time to conduct eligibility, make referrals, screen for possible developmental delays, verify attendance, pay providers, and ensure quality care through provider technical assistance, training and monitoring.

As can be seen from the last column on the attached spreadsheet, services represent 17% of the total 03-04 billings. All of the services costs have been allocated using an approved cost allocation plan. OMB Circular A-122 and A-133, which covers the Coalition, requires all cost of services charged against a grant be reasonable, necessary and allowable. To accept the Seminole Commission funding without the ability to share in the costs of services necessary to enroll children, pay providers, safeguard funding, and monitor performance outcomes would subject the Coalition to audit exceptions relative to our other funding sources.

#### THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC. AGREEMENT

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, 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 non profit corporation, whose address is 450 Technology

Park, Suite 600, Lake Mary, Florida 32746, hereinafter referred to as

the "COALITION".

#### WITNESSETH:

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, 2004, through September 30, 2005, 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 SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) 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:

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

(d) Notwithstanding the above, however, COALITION shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2005.

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, 2005, 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. 450 Technology Park, Suite 600 Lake Mary, Florida 32746

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:	THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC.
KAREN WILLIS, Executive Director (Corporate Seal)	,
(Corporate Sear)	Date:
STATE OF FLORIDA)	
COUNTY OF SEMINOLE)	
to take acknowledgments, persona WILLIS, as Chairman and Execu SEMINOLE COUNTY COALITION FOR corporation organized under the personally known to me or who hidentification and did take an othey executed the foregoing instr	this day of , 20, rized in the State and County aforesaid lly appeared TAMARA S. TENER and KAREN tive Director, respectively, of THE SCHOOL READINESS, INC., a non profit laws of the State of Florida, who are ave produced as eath. They acknowledged before me that rument as such officers in the name and and that they also affixed thereto the
(Notary Seal)	Notary Public in and for the County and State Aforementioned
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	Chairman  Date:
For the use and reliance	As authorized for execution by

County Attorney SED/1pk 10/22/04 11/1/04 coalition school readiness

legal sufficiency.

of Seminole County only.

Approved as to form and

#### 3 Attachments:

- 1. Exhibit A- Scope of Services
- 2. Exhibit B Seminole County Community Service Agency Report Form

at their regular meeting.

the Board of County Commissioners

\_\_\_\_\_, 20\_\_\_\_

3. Exhibit C - Program Logic Model

### **Exhibit A: SERVICE & COST PROPOSAL**

AGENCY NAME: Seminole County Coalition for School Readiness, Inc.

AGENCY ADDRESS: 450 Technology Park

PRESIDENT/DIRECTOR NAME: Karen Willis, Executive Director

AGENCY PHONE NUMBER: 407-871-1101 AGENCY FAX NUMBER: 407-871-1100

AGENCY E-MAIL: Karen@seminoleschoolreadiness.org

PRESIDENT/DIRECTOR E-MAIL: Karen@seminoleschoolreadiness.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

See schedule J(2) of application for examples.

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

Service*	Description (Define a unit of service)
1. Subsidized Child Care	One child care day of service
2.	
3.	
4.	

How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2004-September 2005)?

Service*	Number of County funded units **				
1.Subsidized Child Care	4,167 child care days of full/part time services				
2. Service Costs	Not to exceed 15% of the funding provided by the county.				
3.					
4.					

<sup>\*\*</sup> 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.)?

	ing cach of the control of defined in queetien (i.):
Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1.Subsidized Child Care	Projected days of service are based on \$18.00 per day of care. The number of actual days provided varies based on parent fee, provider selected, age of child, class of care but does not exceed \$24.00 per day of care.
2. Service Costs	Service costs are variable in accordance with the cost allocation plan but will not exceed 15% of the services billed to Seminole County for reimbursement.

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

Service*	How Unit Cost determined
Subsidized Child Care	Industry standard set by Florida Partnership for School Readiness
2. Service Costs	Set in accordance with the School Readiness cost allocation plan.

<sup>\*</sup>Services should be the same in all 4 sections (I-IV)

# EXHIBIT B

### Seminole County Community Service Agency Report Form

Agency Name: Seminole County Coalition for School Readiness, Inc.
Original and One Copy to: Kelly Metcalf, MSW

Program Manager

Division of Community Assistance

400 W. Airport Blvd. Sanford, FL 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					3750			\$16.00	\$0.00
TOTAL			0	0	3750	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	<u>医毛囊 医性性 电线 计</u>
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

### SCHEDULE M (1)-PROGRAM LOGIC MODEL

\*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2005

Program Logic Model – Date Revised:

Agency:

Seminole County Coalition for School Readiness, Inc.

Program:

School Readiness Services and Subsidized Child Care

Existing New X

Program Locations:

Varied

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITES AND RESOURCES	EVALUATION	OUTCOMES
A June 2000 study by	All Seminole County	All Seminole Coalition	Via a contract with 4C-	Monthly desk top monitoring	100% of available federal
WCF and EDC of Mid-	parents have access	programs run on the	Orlando, the Seminole	is conducted via provider	matching funds are
Florida ranked	to high quality child	State fiscal year. As	Coalition activities	reports, validated by	accessed.
childcare as a top	care information and	such, the performance	include leveraging the	independent evaluator, to	
issue for employees	referral services.	period for our core grant	Seminole Commission	assess the number of	A minimum of 2,000
and businesses.		is July 1 through June 30.	grant against federal	<ol> <li>families receiving</li> </ol>	Seminole County low
	Low income children	Should the Seminole	matching funds to	information and	income children receive
According to the CDF,	have access to safe,	Commission approve, we	<ol> <li>respond to family</li> </ol>	referral services	child care services.
the cost of four years	affordable, high	would like report progress	inquiries for	<ol><li>children enrolled in</li></ol>	
of center-based care in	quality childcare.	towards achieving	information	care	All Seminole County 4
Seminole County is		outcomes against that	regarding quality	<ol><li>providers receiving</li></ol>	year old children from
approximately	100% of available	time period.	child care	program evaluations	low income families who
\$20,000.	federal matching		indicators,	4. overall corporate	apply for early education
	funds are accessed.	Regardless of the specific	available	expenditures	and care services are
Children from low		date parameters, during a	providers, and		enrolled in services.
income families are	Resources to	12-month period, we will	subsidy options	Semi-annually desk top	
less likely to enter	maximized to ensure	1. conduct a	<ol><li>perform eligibility</li></ol>	monitoring is conducted via	Not less than 98.5% of
school ready to learn.	all available funding is	minimum of 1,000	determination and	provider reports, validated by	available funding is
There are roughly	appropriately invested	individuał	enroll low income	independent evaluator, to	invested to advance high
1,767 families with	in Seminole County.	interviews to assist	children into	assess	quality early education
children under the age		parents in selecting	subsidized child	parent satisfaction	and subsided childcare
of 5 living in poverty in		child care	care services	2. provider satisfaction	for Seminole County
Seminole County.		arrangements	<ol><li>provide technical</li></ol>	3. opportunities for	children.
		resulting in	assistance and	continuous program	
A 2004 study by the		meeting or	training to	improvement	
Florida Partnership for		exceeding parent	enhance the	· ·	
School Readiness		satisfaction	quality of care	Annually reports provided by	
found pre-school		measures. Target:	offered by	the State of Florida are	
programs have a		85%	Seminole County	reviewed to assess the	
measurable impact on		<ol><li>enroll a minimum</li></ol>	early education	number and percent of	
children from low		of 2,000 Seminole	and care	children passing the state	
income families		County low income	providers	, ,	

particularly males and	ch	ildren into child		mandated school readiness	
Hispanics and African	ca	re services	Resources include:	assessment.	
American children.	re	sulting in	Coalition contracted		
	me	eeting or	staff - Masters' level ED		
In 2003, roughly 15%	ex	ceeding state	and AA with extensive		
of Seminole County	ma	andated school	non profit experience		
children failed to pass	re	adiness	4C Family Services staff		
the state kindergarten	pe	rformance	<ul><li>degreed VP, Masters'</li></ul>		
entry assessment.		andard. Target:	level Program Analyst,		
	83		degreed Eligibility		
	3. pr	ovide technical	Coordinators and		
		sistance and	Supervisors, degreed		
		ining to a	Eligibility trainer,		
	i i	nimum of 100	degreed Eligibility		
		eminole County	Counselors		
		rly education	Collaborations - SR		
	i	d care providers	providers, public		
		sulting in	schools, child care		
	1	creased	association, local		
		plications for	businesses, local		
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	creditation.	government, community		
		arget: 10-15	based organizations,		
		oviders apply for	parents		
		ensing or			
		creditation			
	The state of the s	eeting or			
		ceeding ildcare provider			
	<u> </u>	tisfaction			
		easure. Target:			
	85	-			
		770			

## SCHEDULE M (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program:		School Readiness Services and Subsidized Child Care	
	Name of Program:		

### **VIII. PROGRAM OUTCOMES & INDICATORS**

AGENCYSeminole County Coalition for School Readiness, Inc.
PROGRAM School Readiness Services and Subsidized Child Care
PLEASE CHECK: EXISTING_X_NEW
DATE REVISED
PROGRAM LOCATION(S):_Varied

Outcomes	Indicators	
Outcome 1: 100% of available federal matching funds are accessed.	1.1 Monthly and Quarterly financial reports indicate adequate local contributions are available	
	1.2Quarterly match reports to State indicate appropriate share of matching funds have been applied to program costs	
	1.3 Final report to State indicates full match has been satisfied	
Outcome 2: A minimum of 2,000 Seminole County low income children receive child care services.	2.1 Monthly reports indicate enrollments exceed 2,000	
	2.2 Independent evaluator indicates all children are low income and actively participating in services	
Outcome 3: All Seminole County 4 year old children from low income families who apply for	3.1Monthly waitlist report shows no PR4 or PR5 age codes awaiting services	
early education and care services are enrolled in services.	3.2End of year report shows no PR4 or PR5 age codes awaiting service	
Outcome 4: Not less than 98.5% of available funding is invested to advance high quality early education and subsided childcare	4.1Quarterly financial reports indicate expenditures percentages are in line with historical trends	
for Seminole County children.	4.2Projected under-expenditure plan for full investment (if needed) submitted to Coalition NLT March 30	
	4.3Final billing to State reports threshold standard met or exceeded	

## SCHEDULE M (3): PROGRAM LOGIC MODEL (Continued)...

Name of Program:	School Readiness Services and Subsidized Child Care
	IX. PROGRAM EVALUATION PLAN
PROGRAM	

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. 100% of available federal matching funds are accessed.	Reimbursement requests and reports to State	100% review of match reports	Monthly review of reimbursement request
			Quarterly review of match reports
2. A minimum of 2,000 Seminole	Enrollment reports	5% eligibility sample review	Monthly review of reports
County low income children receive child care services.	Slot Utilization reports		Quarterly independent evaluator reports
All Seminole County 4 year old children from low income families	Waitlist report	100% review of PR4 and PR5 report	Monthly review of reports
who apply for early education and care services are enrolled in services.			Quarterly independent evaluator reports
4. Not less than 98.5% of available funding is invested to	Financial report	100% review of expenditures via State administrative review	Monthly review of reports
advance high quality early education and subsided childcare for Seminole County children.	State monitoring report	5% provider payment sample review	Quarterly independent evaluator reports

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